



RELEASE FORM

In consideration of being permitted to participate in horse riding and handling activities, the undersigned acknowledges, agrees and represents that he or she is aware of the intrinsic dangers of equine activity, which dangers or conditions are an integral part of equine activities including but not limited to:

- (a) the propensity of equines to behave in ways that result in injury, harm, or death to person on or around them
- (b) the unpredictability or an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or animals
- (c) certain hazards such as surface and subsurface conditions
- (d) collisions with other animals, objects or persons and
- (e) potential of a participant acting in a negligent manner that contributes to injury to a participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

The undersigned hereby releases, waives, discharges and covenants not sue Ele's Fantasy Farms LLC, it's managers employees, owners or other agents connected in any way with the activities from the liabilities to the undersigned and the undersigned personal representatives, assigns, heirs, for any and all loss or damages and all claims or demands therefore on account of injury to the person or property of the undersigned, or resulting in the death of the undersigned, whether caused by someone's negligence or otherwise.

The undersigned acknowledges that one is obligated to maintain or obtain insurance, for property damages, personal injury and/or general liability insurance.

The undersigned is aware of the provisions of ORS 30.687 to 30.697 and further waves any claims for damages, injury, or liability which may arise due to:

- (a) the provision or equipment, tack or failure to make reasonable inspection of the tack
- (b) the failure of Ele's Fantasy Farms LLC, it's managers, employees or owners to make reasonable and prudent efforts to determine the ability of the participant to safely ride, train, drive, groom, or ride the equine prior to providing an equine to the undersigned or any failure to determine the ability of the equine to behave safely with the undersigned; or
- (c) any dangerous latent condition on the property, which was not actually known to Ele's fantasy farms, LLC with a reasonable opportunity to repair or post conspicuous warning signs.

The undersigned agrees to indemnify and hold harmless Ele's Fantasy farms, LLC, its managers, employees, and owners and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in the equine activity whether caused by the negligence of Ele's Fantasy Farms, LLC, it's managers, agents or owners.

Please mail form & payment to: Fantasy Farms, P.O. Box 929, Aumsville, OR 97325. Thank you.



The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damages due to the negligence of Ele's Fantasy farms, LLC, it's management, agents or owners or otherwise, participating in the equine activity.

The undersigned has read and voluntarily signs a release and a waiver of liability and indemnity agreement and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

All horse riders/handlers agree to wear proper and approved safety equipment, i.e. boots with heels and an approved ASTM helmet. If participate is over the age of eighteen (18) years of age and choose to not wear a helmet, they clearly understand the added risk they are enduring.

If under eighteen (18) years of age, signature of parent or guardian is required.

Rider/Handler Printed Name _____

Rider/Handler Signature _____ Date _____

Printed Name of Parent/Guardian _____

Signature of Parent/Guardian _____ Date _____

Parent Guardian Phone Number () _____

Mailing Address _____

(Include ZIP) _____

Email Address _____