



WARNING, RELEASE, AND INDEMNITY AGREEMENT

I understand that horses are potentially dangerous animals, and can cause serious injury to me and others, including permanent injury and/or death, or damage to my property, including but not limited to my horse. I understand that any horse, regardless of its training and prior behavior, may act or react unpredictably at any time for any reason, and may bolt, spook, rear, buck, bite, kick, fall, strike out, stomp, trample, spin, fall on or collide with objects, collide with other horses, step on, over or become entangled in objects, tack, or equipment, or otherwise act in a manner that may cause injury and/or death to me and others, or damage to my property, including my horse. I understand that horse tack or other horse equipment can break, loosen, or otherwise fail, causing serious injury to me and others, including permanent injury and/or death, or damage to my property, including but not limited to my horse. I understand that any rider or handler of a horse may lose control of such horse at any time and for any reason, and that doing so may cause serious injury to me and others, including permanent injury and/or death, or damage to my property, including my horse. I further understand that I am solely responsible for using proper safety equipment at all times while near, grooming, handling, lunging, and riding horses, including but not limited to wearing an ASTM-certified riding helmet and riding boots. I understand that the risks set forth in this paragraph and other similar risks are inherent to participation in any "equine activity" as defined by ORS § 30.687(2).

I understand there are potential hazards at any equine facility, including but not limited to uneven, slippery or rocky footing, open water, rodent holes, molehills, irrigation equipment, farming equipment, drainage and irrigation ditches, hoses, livestock, electric fencing, and loud noises that may scare a horse and cause it to react in an unsafe manner. I further understand and acknowledge that there may be animals, including but not limited to dogs, other horses, farm animals/livestock, insects, reptiles, deer, cougars, coyotes, and bears, present at or in close proximity to an equine facility that present a risk of serious harm, injury, illness, damage, disease, or death to me, others, and my property, including my horse.

The premises ("Premises") at which Wild Horse Mountain Farms, Inc. ("WHMF") operates, including but not limited to the extreme and mountain trail course, barns, arenas, outbuildings, driveway(s), etc., are owned by Jay S. Wagner and Linda Wagner ("Wagners"). I understand that WHMF and Wagners is/are "equine activity sponsors" as defined by ORS §§ 30.687(3). I understand that horse boarding, horse training, horseback riding instruction, exhibition in competition, and all activities and services related thereto provided or sponsored by WHMF and/or Wagners and its/their respective owners, members, managers, employees, agents, and representatives each constitute an "equine activity" as defined by ORS § 30.687(2). I understand that by directly engaging in any such equine activity, I am a "participant" in an equine activity as defined by ORS § 30.687(5). I acknowledge that I have inspected the Premises to my satisfaction and that the Premises' condition is reasonably safe for my intended purpose and usage.

I UNDERSTAND THAT BY MY PRESENCE AT OR USE OF THE PREMISES, I HAVE INDICATED THAT I ACCEPT OREGON'S EQUINE INHERENT RISK LAWS' LIMITS OF LIABILITY RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. I UNDERSTAND THAT THE PREMISES ARE NOT A SPECTATOR AREA, AND THAT BY MY PRESENCE AT OR USE OF THE PREMISES, I WILL BE REGARDED AS A PARTICIPANT IN AN EQUINE ACTIVITY AND LIMITED BY OREGON'S EQUINE INHERENT RISK LAWS.

I UNDERSTAND THAT AS A CONDITION OF MY PRESENCE AT OR USE OF THE PREMISES, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ANY AND ALL RISK THAT MAY RESULT THEREFROM, INCLUDING BUT NOT LIMITED TO ALL INHERENT RISKS.

I FURTHER UNDERSTAND THAT AS A CONDITION OF MY PARTICIPATION IN ANY EQUINE ACTIVITY PROVIDED OR SPONSORED BY WHMF AND/OR WAGNERS, INCLUDING BUT NOT LIMITED TO HORSE BOARDING, RIDING, TRAINING, DRIVING, HANDLING, OR GROOMING, AND RIDING AS A PASSENGER UPON AN EQUINE, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ANY AND ALL RISK THAT MAY RESULT THEREFROM, INCLUDING BUT NOT LIMITED TO ALL INHERENT RISKS.

I AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT, AND THAT OF MY REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM WHMF, WAGNERS, AND ITS/HIS/HER/THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OR ANY OF THEM, FOR ANY INJURY TO ME OR MY DEATH, ANY INJURY TO MY MINOR CHILD OR HIS/HER DEATH AND THE LOSS OF OR DAMAGE TO MY PROPERTY AND/OR THE PROPERTY OF MY MINOR CHILD RESULTING FROM OR ARISING OUT OF MY PARTICIPATION AND/OR THAT OF MY MINOR CHILD IN ANY EQUINE ACTIVITY PROVIDED OR SPONSORED BY WHMF AND/OR WAGNERS, INCLUDING BUT NOT LIMITED TO HORSE BOARDING, RIDING, TRAINING, DRIVING, HANDLING, OR GROOMING, AND RIDING AS A PASSENGER UPON AN EQUINE. ANY AND ALL OF THE INDIVIDUALS AND ENTITIES REFERENCED IN THIS PARAGRAPH ARE COLLECTIVELY REFERRED TO HEREINAFTER AS THE "RELEASED PARTIES." THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE.

I AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT, AND THAT OF MY REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM THE RELEASED PARTIES FOR ANY INJURY TO ME OR MY DEATH, ANY INJURY TO OR THE DEATH OF MY MINOR CHILD AND/OR DAMAGE TO MY PROPERTY AND/OR THAT OF MY MINOR CHILD RESULTING FROM OR ARISING OUT OF MY/MY MINOR CHILD'S PRESENCE AT OR USE OF THE PREMISES. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE.

Participant's Initials: _____

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AND/OR MY MINOR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS THAT I/HE/SHE/WE MIGHT OTHERWISE HAVE IF I/HE/SHE/WE DID NOT SIGN THIS AGREEMENT OF RELEASE, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASED PARTIES FOR ANY INJURY TO ME AND/OR MY MINOR CHILD, MY DEATH AND/OR THE DEATH OF MY MINOR CHILD, AND/OR DAMAGE TO MY PROPERTY AND/OR THAT OF MY MINOR CHILD. I FURTHER UNDERSTAND THAT THE TERMS OF THIS AGREEMENT GO BEYOND THE TERMS OF OREGON'S EQUINE INHERENT RISK LAW. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED AND HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

I agree that my execution of this Agreement of release is binding upon me and/or my representative, and the Released Parties shall not be liable for my injury and/or death, my minor child's injury and/or death, and/or damage to my property and/or that of my minor child.

I agree to indemnify, defend, and hold harmless the Released Parties for any and all loss or injuries caused by, resulting from, or arising out of my and/or my minor child's participation in any equine activity provided or sponsored by WHMF and/or Wagners, including but not limited to horse boarding, riding, training, driving, handling, or grooming, and riding as a passenger upon an equine, or my and/or my minor child's presence at or use of the Premises. This promise of indemnity includes attorneys' fees and costs incurred by the Released Parties in defending against any third party claims and claims by me and my personal representative, guardian, or heirs.

I authorize and consent to the Released Parties, or any of them, authorizing reasonable medical care on my and/or my minor child's behalf, including but not limited to medical or surgical diagnosis or treatment, x-ray examination, anesthesia, medication, and any other medical services that may be rendered under the general or specific instructions of any physician or hospital. I understand my authorization and consent is given in advance of any specific diagnosis or treatment that may be required, and to encourage the medical facility and its physicians and staff to exercise their best judgment as to the requirements of such diagnosis or treatment. I agree to pay all fees, costs, and charges that may be incurred in obtaining such diagnosis and treatment, including but not limited to physicians' fees, hospital charges, ambulance charges, medications, and other reasonably necessary fees and charges.

Primary Care Physician: _____ Phone: _____

DISCLOSURE OF THE FOLLOWING INFORMATION IS OPTIONAL:

Participant's Allergies, if any: _____

Participant's Medications, if any: _____

Participant's Known Medical Conditions, if any: _____

I authorize and consent to the Released Parties and those acting with its/her/his/their authority the unrestricted right and permission to use, publish and republish any photographic or video images of me, my minor child, and/or my horse for WHMF's promotional and marketing purposes. I also permit WHMF's use of any printed material in connection therewith and relinquish any right to review or restrict its use or publications in any and all publications, including website entries, without payment of any consideration, and understand and agree these materials will become the sole and exclusive property of WHMF.

I intend this Agreement to be as broad and inclusive as permitted under Oregon law and to remain in full force and effect unless and until revoked by me in writing. I FURTHER INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW. I agree that if any provision of this Agreement is deemed to be unenforceable by a court of appropriate jurisdiction, then the remaining provisions of this Agreement shall remain in full force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND KNOWINGLY, VOLUNTARILY AND EXPRESSLY CONSENT TO ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Date: _____

Participant (Print): _____ Participant's Age: _____

Participant's Signature: _____

Address: _____

Phone (H): _____ Phone (W): _____

Phone (C): _____ Email: _____

Emergency Contact: _____ Emergency Contact's Phone: _____

BEFORE ANYONE UNDER 18 YEARS OF AGE PARTICIPATES IN AN EQUINE ACTIVITY, BOTH CUSTODIAL PARENTS/GUARDIANS MUST ALSO SIGN

Parent/Guardian's Signature: _____
Print Name: _____

Parent/Guardian's Signature: _____
Print Name: _____