

All children and ADULTS coming onto the premises must have a completed waiver. Each adult must have a completely separate form.

VISITATION, PARTICIPATION AGREEMENT (the “Agreement”):

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT CONTAINS LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. STATEMENTS BY THE UNDERSIGNED ARE RECITALS UNDER ORS 42.300.

RELEASED PARTIES INCLUDE: Mending Arrow Ranch, its agents, owners, officers, volunteers, participants, employees, landlords and property owners and all other persons or entities acting in any capacity on their behalf.

RELEASING PARTIES INCLUDE: The undersigned participant and minor(s) listed in the Agreement, participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

AGREEMENT

IN CONSIDERATION OF MENDING ARROW RANCH’S SERVICES: I hereby agree to release and discharge Mending Arrow Ranch on behalf of myself, my heirs, assigns, personal representatives, my estate and any other person listed in this Agreement (cumulatively “participant”, “I”, “myself”), and as follows:

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INSTRUCTION, JURISDICTION, VENUE:

(1) I understand that by my presence on Mending Arrow Ranch premises, I may engage in activities or utilize the premises in a way that may involve inherent risks that are beyond the control of Mending Arrow Ranch. Mending Arrow Ranch has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to persons is present. Activities may include, but are not limited to, physical activity, walking/running, group games, sports, aquatic activities, general recreation, general use of grounds including its improvements, working on projects in a woodshop, baking, craft making, handling and petting or working with livestock to include but not limited to dogs, cats, cows, sheep, bees, and chickens. By signing below, I hereby give consent for the below mentioned participants to use the grounds and activities. (2) I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or possible death, or damage to myself, to property, or to third parties. (3) I expressly agree and promise to accept and assume all the risks existing in Mending Arrow Ranch activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Mending Arrow Ranch. My participation in all Mending Arrow Ranch activities is purely voluntary and I elect to participate in spite of the risks. (4) I agree to acknowledge all of Mending Arrow Ranch’s rules and regulations pertaining to any and all activities (equine or otherwise) occurring on or off of Mending Arrow Ranch’s property. I agree to and I am responsible for wearing protective gear appropriate for said activities to ensure my safety while engaging in same. (5) I understand that protective gear includes, but is not limited to, protective footwear and headgear. I agree that Mending Arrow Ranch has fully warned and advised me that protective equine headgear that meets or exceeds the quality standards of the SEI certified ASTM standard F1163 equestrian helmet should be worn while riding, driving, training, or being near horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer’s head injuries and possibly prevent the wearer’s death. I am not relying on Mending Arrow Ranch to provide a certified equestrian helmet for me, to check any headgear or equestrian helmet that I may wear, to check any headgear strap or equestrian helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. (6) I understand the risks, conditions, and dangers inherent in all Mending Arrow Ranch activities, including equine activities. I agree to assume any and all risks involved in my use of or presence upon Mending Arrow Ranch’s property and facilities while engaging in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, the ordinary negligence of another person, and the deliberate acts of another person. I understand that if a horse is frightened or provoked it may

divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, spinning around, changing direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger.

The same is true for other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above. (7) I agree that Mending Arrow Ranch is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples include: thunder, lightning, rain, wind; wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have inspected Mending Arrow Ranch’s facilities and am satisfied that all premise conditions are reasonably safe for my intended purpose, usage and presence upon Mending Arrow Ranch’s premises. (8) I agree to stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings while waiting for horse related or other activities or while waiting for a participant of such activities. (9) I acknowledge that saddle girths (the fastener straps around a horse’s belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse. (10) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Mending Arrow Ranch from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of Mending Arrow Ranch’s equipment or facilities, including any such claims which allege negligent acts or omissions by Mending Arrow Ranch but not grossly negligent or intentional. (11) I agree not to sue or initiate any legal action (whether in court or in arbitration) against Mending Arrow Ranch or any present or future owners, officers, members, managers, agents, employees and representatives of Mending Arrow Ranch, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury or damage to the maximum extent permitted by law. (12) I certify that I have adequate insurance to cover any injury I may suffer while participating, or otherwise agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. (13) I understand that in this Agreement the terms “horse” and “equine” mean all equine species, including, but not limited to, horses, ponies, mules, donkeys, and hinnies. (14) I understand that this Agreement is in addition to, and not in lieu of, Oregon Revised Statutes 30.687 to 30.697 (Actions Arising Out of Equine Activities).

WORKSHOP, GREENHOUSE/ GARDEN, ACTIVITIES: (21) I understand that in any Mending Arrow Ranch activity I may use inherently dangerous tools, equipment, machines, chemicals, or substances. Such activities include, without limitation, participating in woodworking, sewing, crafting, baking, and in greenhouses. I agree that I will not use equipment or materials without familiarizing myself with their safe use. I will educate and inform myself on the inherent dangers and risks that are associated with participation in any Mending Arrow Ranch activity. I will inspect any related facility and equipment to be used in support of an activity at the Mending Arrow Ranch, and if I believe anything is unsafe, I will immediately advise Mending Arrow Ranch of such condition. I acknowledge that risks of this nature could lead to illness, serious injury or even death. I am aware that my own behavior can affect my personal safety and the safety of others involved at the Mending Arrow Ranch. I will act according to all Mending Arrow Ranch rules, instructions and policies. (22) Knowing the risks described above, I agree, on behalf of myself, my family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in such activities. To the fullest extent permitted by law, I release and indemnify Mending Arrow Ranch from and against any present or future claim, loss or liability for injury to person or property which I may suffer, up to and including death, or for which I may be liable to any other person, during or as a result of my participation in any activity at the Mending Arrow Ranch. (23) I have carefully read this consent form, have been given the opportunity to ask questions and fully understand its contents. No representations, statements, or inducements, oral or written, apart from this form, have been made, except for those made by me in Mending Arrow Ranch’s participation agreement (which is incorporated herein by this reference). My agreements to the provisions in this form are voluntary. I agree my releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Oregon, without regard to its conflict of law rules. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon. I consent and submit to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

MISCELLANEOUS: (24) I agree these releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. (25) Should Mending Arrow Ranch or anyone acting on its behalf be required to incur attorney’s fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. (26) I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Oregon, without regard to its conflict of law rules. (27) If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. (28) I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon. I consent and submit to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. Not a contract of employment: I understand and agree that any activities or tasks performed by me are strictly voluntary and are not in any way subject to no give rise to an employment relationship. I agree to save and hold harmless and indemnify each and all the parties previously referred to in this document, including without limitation Mending Arrow Ranch, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in or the lack of the minor(‘s/s’) capacity, to act in accordance with this Agreement, and I release the Mending Arrow Ranch and said parties on behalf of the minor(s) and the minor(‘s/s’) parents or legal guardian of said minor.

ADULT/ LEGAL GUARDIAN INFORMATION

Full Legal Name _____

Phone (_____) _____ Email _____

Mailing Address: _____

City _____ State _____ Zip _____

Business Name: _____

I would like to receive the quarterly newsletter via: ___ Mail ___ Email ___ Neither

I would like to receive email updates: ___ Yes ___ No

Emergency Contact

Full Name: _____ Phone # (_____) _____

Relationship: _____

Medical Insurance: _____ I am Insured _____ I am Uninsured

Insurance/ Medical Cost-Sharing Company _____

I DO NOT have a physical or mental condition that may affect my safety or ability to ride, drive, and/or train a horse.

I DO have a physical or mental condition that may affect my safety or ability to ride, drive, and/or train a horse.

***If “I DO,” make sure to fill in ALL details on Client Application Health History and Applicant Information.

I am aware “The Agreement” will need to be renewed each calendar year if I make a return visit to the premises.

Name of all minor’s in your group/ Family that will be participating with you that is not enrolled in Mending Arrow Ranch program.

Name: _____ Relation: _____ DOB: _____

ADULT/LEGAL GUARDIAN SIGNATURE

I read and understood all the pages of this document, and by my signature I agree for myself and on behalf of the above listed minor(s), to be bound by each and every one of the terms in this Agreement. By my signature below, I represent that I am a parent or legal guardian (“responsible party”) of the above listed minor(s), whom I am able to and do contract for. I will ensure the minor(s) act in accordance with this Agreement, and I am liable for their actions. I had the opportunity to ask questions about this document before signing it. I verify that I am 18 years or older at the date of this signing.

Print Name _____

Signature _____ Date ____/____/____