



ASSUMPTION OF RISK

I, the Participant, Rider, Student, Boarder, Employee, Job Applicant, Parent or Guardian recognize the inherent risk of injury or death involved in horseback riding and equine activities. I am also aware that horses are capable of unpredictable behavior. In participating in equine activities at ARCURI STABLES, I assume any and all such risk.

OREGON LAW PROVIDES CERTAIN LIMITS ON LIABILITY TO THOSE PERSONS DEFINED AS EQUINE ACTIVITY SPONSORS AND EQUINE PROFESSIONALS UNDER THE PROVISIONS OF ORS 30.687, ET SEQ.

ORS 30.691 PROVIDES IN RELEVANT PART, AS FOLLOWS:

LIMITATIONS ON LIABILITY; EXCEPTIONS. (1) EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION AND IN ORS 30.693, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL SHALL NOT BE LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT ARISING OUT OF RIDING, TRAINING, DRIVING, GROOMING OR RIDING AS A PASSENGER UPON AN EQUINE AND, EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION AND ORS 30.693, NO PARTICIPANT OR PARTICIPANT'S REPRESENTATIVE MAY MAINTAIN AN ACTION AGAINST OR RECOVER FROM AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT ARISING OUT OF RIDING, TRAINING, DRIVING, GROOMING OR RIDING AS A PASSENGER UPON AN EQUINE.

RELEASE

To the extent permitted by Oregon law, I voluntarily release and hold ARCURI STABLES, INC., its principals, shareholders, owners, officers, instructors, agents and employees and owners of other horses/ponies stabled there, and any other party covered by ORS 30.687, et seq. from any and all claims, damages or liability for any injury to me, or my children, and any other person, animal or property arising as a result of me and/or my children riding, or otherwise participating in equine activities at ARCURI STABLES, located at 37691 Upper Camp Creek Road, Springfield, Oregon 97478. This release shall be construed under ORS 30.693 and shall be interpreted as broadly as may be consistent with said statutory provision.

I ACKNOWLEDGE THAT AS AN ADULT PARTICIPANT PRIOR TO RIDING, TRAINING, DRIVING, GROOMING OR RIDING AS A PASSENGER UPON AN

EQUINE, I KNOWINGLY EXECUTE THIS RELEASE WHICH STATES THAT AS A CONDITION OF MY PARTICIPATION I WAIVE THE RIGHT TO BRING AN ACTION AGAINST THE EQUINE PROFESSIONAL OR EQUINE ACTIVITY SPONSOR FOR ANY INJURY OR DEATH ARISING OUT OF RIDING, TRAINING, DRIVING, GROOMING OR RIDING AS A PASSENGER UPON AN EQUINE. I ACKNOWLEDGE THAT THIS RELEASE SHALL BE BINDING UPON EACH ADULT PARTICIPANT AND THAT NO EQUINE PROFESSIONAL OR EQUINE ACTIVITY SPONSOR SHALL BE LIABLE UNDER THE CIRCUMSTANCES DESCRIBED IN SUBSECTION (1)(B) OF 30.693 EXCEPT AS PROVIDED IN ORS 30.691(2).

PRINT NAME OF STUDENT/PARTICIPANT _____

PRINT NAME OF ADULT: _____ SIGNED: _____ DATE: _____

PRINT NAME OF MOTHER: _____ SIGNED: _____ DATE: _____

PRINT NAME OF FATHER: _____ SIGNED: _____ DATE: _____

SIGNATOR: _____ PRINT NAME: _____ DATE: _____

FULL ADDRESS: _____

TELEPHONE NUMBER: _____

This agreement refers to the property and facilities situated at 37691 Upper Camp Creek, Springfield, OR 97478 (known as Arcuri Stables)