

# M & B Farms LLC. Summer Camp Registration Form

24015 Skywagon Drive

Bend, OR 97701

541-410-7093

A Basic Horsemanship/Intermediate Course for ages 5–18.

Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle Initial) \_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Grade of School: \_\_\_\_\_

Do You have any Allergies: \_\_\_\_\_

Do You Have any Disabilities: \_\_\_\_\_

Do You Have Any Medical Concerns: \_\_\_\_\_

If Yes, please describe:

\_\_\_\_\_

\_\_\_\_\_

Family Doctor: \_\_\_\_\_

Phone: \_\_\_\_\_

Hospital Preference:

\_\_\_\_\_

Parents or Guardian: \_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Where can you be reached from 9:00 am to 1:00 pm (During Camp time):

\_\_\_\_\_

Do You Own a Horse? \_\_\_\_\_ Years Riding: \_\_\_\_\_

Level of Riding Experience (Please Circle)

Interested    Beginner    Intermediate    Advanced

# Horse Camps at M&B Farms LLC.

## Rental Waiver Release Form

I, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Horse Camps M&B Farms LLC. and property owners Carlin and Gretchen Miller

1. Participant understands that there are risks inherent in dealing with horses and ponies (equine activity). For example, Participant understands that some of the inherent risks include:

- a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
- c. That there may be hazards, including, but not limited to, surface or subsurface conditions;
- d. The possibility of a collision with another equine, another animal, a person, or an object;
- e. The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the Participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the Participant.

2. With full understanding of the inherent risks involved in equine activity, some of which have been described in Paragraph 1 above, Participant agrees to wave, release and hold harmless M&B Farms and Carlin and Gretchen Miller from all tort and civil liability arising from or related to participation in any equine activity. This agreement to waive, release and hold harmless includes not only M&B Farms but their employees, agents, and independent contractors whether they be trainers, veterinary personnel, farrier's equine care providers, maintenance personnel and the like.

3. Participant further understands the examples of the equine activity taking place on or with an equine, including, but not limited to:

- a. Riding, mounting, walking, boarding, feeding, grooming, competitions, trail riding, and the like;
- b. Teaching, instructing, and evaluation, both the rider and the equine;

- c. Routine care and feeding of the equine (Boarding), including veterinary and farrier;
- d. Traveling, loading and unloading of equines;
- e. Use of horse barn, paddock, trails or horse ring in any capacity

4. This Voluntary Waiver Agreement is made and entered into in the State of Oregon and shall be enforced and interpreted under the courts and laws of the State of Oregon 2018 ORS 30.691.

5. By signing this waiver, Participant agrees that Participant has been given sufficient time to read, understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

Signature: \_\_\_\_\_ Date : \_\_\_\_\_

***Parent or Guardian if Participant is a minor***

# 2018 ORS 30.691

## *Limitations on liability*

***(1) Except as provided in subsection (2) of this section and in ORS 30.693 (Additional exceptions to limitations on liability), 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 (Additional exceptions to limitations on liability), 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.***

***(2)(a) The provisions of ORS 30.687 (Definitions for ORS 30.687 to 30.697) to 30.697 (Effect on workers' compensation benefits) do not apply to any injury or death arising out of a race as defined in ORS 462.010 (Definitions).***

***(b) Nothing in subsection (1) of this section shall limit the liability of an equine activity sponsor or an equine professional:***

***(A) If the equine activity sponsor or the equine professional commits an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury;***

***(B) If the equine activity sponsor or the equine professional intentionally injures the participant;***

***(C) Under the products liability provisions of ORS 30.900 ("Product liability civil action" defined) to 30.920 (When seller or lessor of product liable); or***

***(D) Under ORS 30.820 (Action against seller of drugged horse) or 608.015 (Civil liability for animals trespassing on adequately fenced land situated on open range). [1991 c.864 §3]***