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# MEDICAL RELEASE & WAIVER

Name of Camper: \_\_\_\_\_ Age (if Minor): \_\_\_\_\_

Parent or Legal Guardian: \_\_\_\_\_ Tel: \_\_\_\_\_

Does camp participant have:

ANY Allergies (animal hair, dust, hay), sensitivities, medications, or special needs?

\_\_\_\_\_

Chronic Illnesses or injuries that may effect riders ability to participate at camp?

\_\_\_\_\_

Is there anything else you feel we should know about the rider or minor child in a day camp situation?

\_\_\_\_\_

\_\_\_\_\_

Hospital Preference: \_\_\_\_\_

I state that while I am / my child is participating in summer camp that I am appropriately covered by medical insurance.

Insurance Information (name/policy and group #): \_\_\_\_\_

Doctor: \_\_\_\_\_ Tel: \_\_\_\_\_

Emergency contact: \_\_\_\_\_ Tel: \_\_\_\_\_

I/we, the undersigned, allow Lake Oswego Hunt or its representatives to sign the treatment in any licensed medical facility. I/we also agree to be financially responsible for all treatment authorized by the Lake Oswego Hunt, or its representatives. I/ we further agree that a clear photocopy of this form shall serve the same purpose as the original.

## HOLD HARMLESS

I understand that the caring for and riding of horses are inherently dangerous activities. I understand that riding and working around horse will include mishaps such as falling off which may result in injury or death. I agree to indemnify and hold harmless LAKE OSWEGO HUNT INC. its assignees and employees from and against all claims and liabilities including incidental cost and expenses, for injury to or death of any person or persons, or for loss or damage to any property, including any horse, arising from or in any way connected with my participation in the activities of the Lake Oswego Hunt, and the performance of services or the teaching provided by LAKE OSWEGO HUNT its assignees or employees.

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

(Signature of Participant or Parent or Legal Guardian for Junior Camper)

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# LIABILITY WAIVER AND RELEASE AGREEMENT

Name of Participant: \_\_\_\_\_ Camp Date: \_\_\_\_\_

I am a (please check one of the following):

LOH Member     Riding Academy Student     Non-member or Camper

## RELEASE OF PHOTOGRAPHIC AND VIDEO IMAGE

I hereby give permission to Lake Oswego Hunt, Inc. and those acting with its authority the unrestricted right and permission to use, publish and republish any photographic or video images of me and/or my child and/or my horse for promotional and marketing purposes of the Lake Oswego Hunt. I also permit the use of any printed material in connection therewith and relinquish any right to review or restrict its use or publication.

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

(Signature of Participant or Parent or Legal Guardian for Junior Camper)

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## FOR ALL RIDING ACADEMY STUDENTS AND EQUESTRIAN CAMP ATTENDEES

I hereby apply for permission to ride horses and/or engage in equine activities on the property of Lake Oswego Hunt ("LOH"). As a condition of such permission, I hereby represent and agree to LOH as follows:

1. I am aware that horseback riding is a dangerous activity that could result in serious injury or death.
2. I understand that horses are unpredictable and potentially dangerous.
3. I agree to assume all risk associated with horseback riding or other equine activities and will absolve and release LOH from any liability for injury to me, my horse, or my property.
4. I have been offered by LOH the use of protective head gear and, if I am under age 18, or if I am jumping, I will at all times use protective head gear.
5. I agree to pay any losses incurred by and to indemnify LOH for damage to the person or property of others caused by me while horseback riding or performing other equine activities while at LOH.
6. I    am /    am not (circle one) at least 18 years of age.

I AGREE TO THE PROVISIONS ABOVE AND HAVE READ AND UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING GENERAL TERMS AND CONDITIONS PROVIDED.

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

IF THE PARTICIPANT IS A MINOR, A PARENT, GUARDIAN OR AUTHORIZED ADULT MUST SIGN BELOW:

I am the parent or legal guardian of the person named above ("Participant"). I have read and understand all of the terms of this agreement, including the General Terms and Conditions printed on the back side of this form. To induce LOH to allow Participant to ride horses on LOH property, I agree on behalf of Participant to be bound by these terms. If Participant fails to comply with the terms of this agreement or claims not to be bound by the terms of this agreement by reason of minority status or otherwise, I understand that Participant and I may be asked to leave the LOH property and I further agree to release, indemnify and hold harmless LOH, their members, instructors, employees, agents, attorneys, successors or assigns from any and all liability or losses resulting from any suit against LOH by Participant or third party, or otherwise resulting from a breach of this agreement.

I AGREE TO THE PROVISIONS ABOVE AND HAVE READ AND UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING GENERAL TERMS AND CONDITIONS PROVIDED.

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

(Signature of Parent or Legal Guardian for Junior rider)

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### GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to the activities described on this form:

- Exercise of Care.** I promise to exercise the highest standard of care in being watchful and alert for potential dangers to myself, the horse and equipment, other persons, and the property of others, so that no injuries or losses shall occur. I also promise to exert every effort to control the horse which I may be riding or which I rented, as well as other horses in my presence so that no bodily injury or property damage is inflicted upon others.
- Head Gear.** I acknowledge that the LOH has advised me that while mounting, riding, dismounting and otherwise being around horses, I should wear a SEI certified ASTM standard equestrian helmet. I understand that the wearing of such head gear while mounting, riding, dismounting and otherwise being around horses may prevent or reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death as a result of a fall or other occurrences. If the headgear has been obtained from LOH, I acknowledge that it may not be of a perfect fit and that I will be solely responsible for securing the helmet at all times. If I am under the age of 18 or engaged in jumping of any kind, I agree to wear such headgear at all times while riding or being around horses on LOH property.
- Natural Conditions.** I am aware that weather conditions, water, wild and domestic animals, insects, reptiles, or objects which may walk, run or fly near, or bite or sting a horse, and the existence of potential hazards in the natural terrain or man-made objects may scare a horse, cause it to fall, or cause it to react in an unsafe and unpredictable manner. I hereby assume all risk of injury to myself or my property as a result of such actions by the horse regardless of the cause.
- Safety Precautions.** I agree to observe all necessary safety precautions while mounting, riding, dismounting or being around horses including, but not limited to, common sense and rules posted on the premises of LOH. Without limiting the foregoing, such precautions include not carrying loose items which may fall, blow away, flap in the wind, bounce or make sharp noises and making sure that items such as saddle girths, which may loosen during a ride, are appropriately tightened at all times. I will obey all LOH rules.

5. **Understanding of Risks.** I am aware that horseback riding, whether it be on the trail or in the arena, as well as all associated activities, constitutes a calculated risk to the participants and that such activities involve inherent risks and dangers, including serious injury or death. I have sufficient experience with horses to understand the unpredictability and potentially dangerous character of horses generally and I understand that the use, handling, or riding of a horse always involves a risk of bodily injury to anyone who handles or rides horses as well as the risk of damaging the property of others. I understand that any horse irrespective of its training and usual past behavior and characteristics, whether characterized as gentle or otherwise, may act or react unpredictably at times based upon instinct or fright. I agree to assume the risk inherent in these activities.
6. **State of Oregon Disclosure and Release of Liability.** I understand that it is the policy of the State of Oregon that no person shall be liable for damages sustained by another person solely as a result of risks inherent in equine activity, insofar as those risks are, or should be, reasonably obvious, expected or necessary to the person injured. In furtherance of this policy and as a condition of my participation in equine activities at LOH, including riding horses, I agree to waive the right to bring any action against the LOH or its members, directors and employees, or against any equine activity sponsor, for any injury or death arising out of riding, training, grooming, riding, as a passenger upon the horse or equine. I release LOH its members, agents, employees, contractors, successors or assigns, from any and all liability, claims, demands, causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me or by others arising out of horseback riding by me while taking horsemanship instruction, training horses, being escorted on trail rides, participating in group hunter, jumping, equitation, or dressage lessons, while using LOH facilities, or while grooming, caring for or exercising horses, or while participating in any of the activities conducted by LOH, or during the transportation of horses and/or students.
7. **State of Oregon Disclosure and Release of Liability.** I understand that it is the policy of the State of Oregon that no person shall be liable for damages sustained by another person solely as a result of risks inherent in equine activity, insofar as those risks are, or should be, reasonably obvious, expected or necessary to the person injured. In furtherance of this policy and as a condition of my participation in equine activities at LOH, including riding horses, I agree to waive the right to bring any action against the LOH or its members, directors and employees, or against any equine activity sponsor, for any injury or death arising out of riding, training, grooming, riding, as a passenger upon the horse or equine. I release LOH its members, agents, employees, contractors, successors or assigns, from any and all liability, claims, demands, causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me or by others arising out of horseback riding by me while taking horsemanship instruction, training horses, being escorted on trail rides, participating in group hunter, jumping, equitation, or dressage lessons, while using LOH facilities, or while grooming, caring for or exercising horses, or while participating in any of the activities conducted by LOH, or during the transportation of horses and/or students.
8. **Indemnity.** I promise to exert every effort to control the horse which I may be riding or which I may have rented, as well as any other horses in my presence, so that no bodily injury or property damage is inflicted upon others. I hereby agree for myself, my heirs, personal representatives and assigns to indemnify and hold harmless LOH and their members, owners, agents, employees, contractors, successors or assigns, lessors and joint ventures from any and all losses, claims, demands, actions, or proceedings of any kind which may be initiated against any of the foregoing by any person and arising out of any action or inaction on my part or on the part of LOH or its owners, agents, employees, successors or assigns and in any way related to any of the activities described in the preceding paragraph or contemplated under this Agreement.
9. **Continuation of Terms.** I agree and acknowledge that the terms and conditions of this Agreement, including my assumption of risk (paragraph 6), release of liability (paragraph 7), and indemnity (paragraph 8) shall continue in full force and effect at all times during which I am a Participant or leasing a horse at the LOH, shall continue in full force and effect for the benefit of LOH and their members, agents, employees, contractors, successors or assigns, lessors and joint ventures at all times after the termination of the activities contemplated by this Agreement and shall be binding upon my heirs, personal representatives and the assigns of me or my estate.
10. **Disputes.** This Agreement shall be interpreted in accordance with the laws of the state and county where LOH is located. Any dispute shall be litigated in the county in which LOH is located.