



**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT OF THE DOUBLE MOUNTAIN HORSE RANCH, LLC,  
HOOD RIVER EQUESTRIAN, HORSE2HEART, LLC AND ALL AFFILIATES**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.**

I, \_\_\_\_\_ (hereinafter "Undersigned") on behalf of myself and my child(ren):

\_\_\_\_\_  
FIRST AND LAST NAME - CHILD #1

\_\_\_\_\_  
FIRST AND LAST NAME - CHILD #2

\_\_\_\_\_  
FIRST AND LAST NAME - CHILD #3

Reside  
at:

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

On behalf of myself, my child(ren) or our personal representatives, heirs, next-of-kin, spouses and assigns,  
I HEREBY:

1. **ACKNOWLEDGE** that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. **ACKNOWLEDGE** that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. **VOLUNTARILY ASSUME** the risk and danger of injury or death inherent in the use of horses, equipment and gear provided to me by Double Mountain Horse Ranch, LLC, hereinafter referred to as "DMHR, LLC"
4. **RELEASE**, discharge and promise not to sue the DMHR, LLC, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter referred to as "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
5. **RELEASE** the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
6. **INDEMNIFY**, and save and hold harmless the DMHR, LLC and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.

7. **AGREE** that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Oregon and is intended to be as broad and inclusive as is permitted by Oregon Law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. **ACKNOWLEDGE** that this document is a contract and agree that if a lawsuit is filed against the DMHR, LLC or its owner, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the DMHR, LLC in defending such an action.

9. **STATE** that I am not at present time pregnant, and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.

10. **ACKNOWLEDGE** that it is required that any rider under the age of eighteen (18) years MUST wear a helmet. I acknowledge that a helmet is available to me and my child(ren) and has been offered for my own or my child(ren)'s safety.

I, \_\_\_\_\_, certify that I am over the age of 18 years and decline to wear a helmet.

\_\_\_\_\_  
INITIAL HERE

11. **ACKNOWLEDGE** if the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Release and Waiver of Liability document and sign below on the behalf of the minor.

**I have read this entire Release and Waiver of Liability document. I understand it is a promise not to sue and to release the stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child(ren) to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE