

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT ("Agreement")

Participant's Name: _____ (the "Participant")

In consideration of being allowed to participate at Helping Hands Horse Rescue and Equine Therapy, Inc. ("HHHR&ET"), or visit HHHR&ET in any capacity, including entering onto the property of or into any part of the facility for any purpose, but not limited to observation, use of facility or equipment, volunteering, or participation in any way, including being transported to or from any HHHR&ET activity, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

Assumption of Risk: The undersigned hereby acknowledge and agree that they understand the nature of the activity/event; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the activity; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, known and unknown, and all other risks and dangers that could arise out of, or occur during, Participant's participation at HHHR&ET. The undersigned hereby assumes full responsibility for risk of bodily injury, permanent disability, death, or property damage due to the negligence of releasees or otherwise, to the fullest extent permitted by law, while involved in any activity they are involved in, about or upon the premises of HHHR&ET, and/or while using the premises or the facility, or equipment hereon, including transportation to or from an activity. By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks, known and unknown, involved in being around animals and on a farm, including but not limited to: bites, kicks, abrasions, broken bones, or contusions from horses or other animals, or other injury from stalls or enclosures; scratches or other injuries from grooming tools; allergic reactions to animals, hay, or other allergens; tripping in holes or on materials or equipment; slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

Release and Waiver: The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE HHHR&ET or any of HHHR&ET's subsidiaries, member institutions, or any subdivision thereof, officers, board of directors, employees, agents, or volunteers (hereinafter collectively referred to as "Releasees") from and for any liability resulting from any personal injury, accident, permanent disability, illness, or death, and/or property loss, however caused, arising from, or in any way related to, Participant's participation at HHHR&ET, whether caused by the negligence of the releasees or otherwise, to the fullest extent permitted by law, while the undersigned is in, upon, or about the premises or any facilities therein, or involved in any activity carried out by the Releasees.

Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation at HHHR&ET.

Severability: The undersigned expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Media release: The undersigned grants HHHR&ET permission to use their likeness in a photograph, video, or other media ("Media") in any and all of its publications, including web-based publications, without payment or other consideration. The undersigned agrees that all Media will become the property of HHHR&ET. The undersigned irrevocably authorizes HHHR&ET to edit, alter, copy, exhibit, publish, or distribute Media.

Acknowledgment of Understanding: The undersigned fully understand this Agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily, and further agree no oral representations, statements or inducement apart from the foregoing written agreement have been made.

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, PERMANENT DISABILITY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF PARTICIPATION AT HHHR&ET.

Participant Signature: _____ Date _____

If participant is a minor: Guardian Name and Phone #: _____

If participant is a minor: Guardian Signature: _____ Date _____