



Trinity Eventing, Inc.
Jennifer Wooten-Macouzet, Trainer
Phone: 805 588 7600

Release From Liability

This RELEASE FROM LIABILITY is made and entered into on this day _____ of _____, by and between Jennifer Wooten of Trinity Eventing, Inc., hereinafter designated MANAGER/ INSTRUCTOR and _____, hereinafter designated RIDER (if Rider is a minor, Rider's parent or guardian).

In return for instruction today, and on all future days of services of the Manager / Instructor on any property used for such services, the Rider, their heirs and legal representatives, hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance coverage on their horse, personal property and themselves.
2. Rider understands there are risks in and around equine activities, and that an equine activity sponsor and/or equine professional/manager/instructor is not liable for an injury to or death of a rider and/or participant in equine activities resulting from the inherent risk of equine activities.
3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER/INSTRUCTOR'S PROPERTY AND/OR USE OF OTHER FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless/not liable, releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Manager's/Instructor's property and/or use of other facilities, including without limitation, those based in death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (eg. Oregon Public Code 30.689) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, where the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager/Instructor against, and hold harmless from, any and all claims, causes of action, damages, judgments, cost or expenses, including attorneys' fees, which in any way arises from Rider's use of or presence upon the Manager's/Instructor's property and/or use of other facilities.
7. Rider agrees to abide by all of Manager's/Instructor's rules and regulations, and Rider is responsible for using protective gear; i.e. hard hat and boots.
8. Rider's Liability: Rider shall be liable for any personal or property damage caused by the Horse, Rider or Rider's minor children.

9. Riding Helmet Warning: Trinity Eventing, Inc. hereby warns Rider that everyone must wear an approved equestrian riding helmet while mounted. Wearing of such protective headgear may prevent or reduce the severity of some head injuries, and may prevent death happening as a result of a fall or other occurrence. Furthermore, Trinity Eventing, Inc. strongly encourages the use of protective vests while jumping.
10. Personal Property Warning: Rider must carry their own personal property insurance or separate Equine Mortality/Medical insurance policy.
11. Agreement Scope and Territory: This Agreement shall be legally binding upon Trinity Eventing, Inc. and the Rider, or Rider's parents or legal guardians should Rider be a minor, when signed by both parties and all who succeed to such parties rights and responsibilities. This Agreement is entered into in the State of Oregon and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with the State Law then that single part is null and void.
12. Litigation Clause: If it becomes necessary to bring an action against Rider to recover amounts due under the agreement, or to enforce any provision of this agreement, Rider agrees to pay Trinity Eventing, Inc.'s reasonable attorneys' fees and costs of suit. Further, Rider acknowledges that all unpaid amounts shall incur interest at the rate of 1.5% monthly. Warning: Under Oregon law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. This contract is non-assignable and not-transferable, is made and entered into the State of Oregon and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void with the rest of this agreement in tact. When the Manager /Instructor and Rider, or Rider's parent or guardian if Rider is a minor, signs this contract, it will then be binding on both parties, and subject to the above terms and conditions.

Statement of Awareness: I, the undersigned, have read and do understand the foregoing agreement, warnings, and assumptions of risk and release agreement and agree to its terms. I further attest that all stated facts are true and accurate.

Rider's Contact Information:

Home Phone: _____
 Work Phone: _____
 Cell Phone: _____
 E-Mail: _____
 Health Insurance (optional but encouraged): _____
 Emergency Contact: _____

Rider: Print Name _____ Date: _____
 Signature _____

Parent: Print Name _____ Date: _____
 Signature _____

Trainer: Print Name _____ Date: _____
 Signature _____

Witness: Print Name _____ Date: _____
 Signature _____