



## WAIVER AND LIABILITY RELEASE FORM FOR BERRY CREEK RANCH

LOCATION: 24335 Hwy 395 South Canyon City Oregon 97820

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY OR DEATH MAY RESULT FROM YOUR PARTICIPATION IN THESE ACTIVITIES. BERRY CREEK RANCH, LLC DOES NOT GUARANTEE YOUR SAFETY.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

In consideration for my being permitted to participate in the activities and the use of the property, animals if any, and facilities, I agree to the following Waiver and Release: This agreement shall be legally upon me the rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children and personal representatives; and it shall be interpreted according to the laws the state and county of Berry Creek Ranch LLC's location

If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to the rider(s) named below who rides a horse mounted or otherwise handles, comes near a horse from the ground and/or who riders an ATV, comes near an ATV. The term "ATV" shall herein refer to all motorized vehicles. The terms 'I', 'ME', 'MY' shall herein refer to the rider and the parents or legal guardians thereof if a minor.

I acknowledge that horseback riding, hiking, skiing, hunting and riding All Terrain Vehicles has inherent risks, hazards, and dangers for anyone that cannot be eliminated, we discourage you from participating.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION THE FOLLOWING:

The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;

The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons or other animals; Hazards, including but not limited to, surface or subsurface conditions; A collision with another equine, another animal, a person, all terrain vehicles (ATV) or an object; 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.

WE DISCOURAGE YOU FROM PARTICIPATING IN ANY OF THESE ACTIVITIES.

I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled Roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, manmade or natural; Encounters with wildlife, animals, and insects; Inclement weather conditions and the unavailability of immediate medical attention in case of injury.

I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety depends largely upon his/her ability to carry out simple instructions; and his/her ability to remain balanced aboard the moving animal or ATV. I understand that upon operating an ATV I am in primary control. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. Berry Creek Ranch, LLC advises pregnant women not to ride horses or ATV's. I understand that saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this, action must be taken immediately to avoid slippage of the saddle and a potential fall from the animal.

WAIVER AND LIABILITY RELEASE FORM FOR BERRY CREEK RANCH, LLC, GORDON LARSON, JULIE LARSON , SOREN LARSON, QUINN LARSON AND ANY EMPLOYEE OR AGENT THEREOF:

I understand that Horseback riding is classified as Rugged Adventure Recreational Sport Activity, there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result at a stay in U.S. Hospitals.

Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I understand that riders of horses or ATV's must not carry loose items on riders which may fall, blow away, slip in the wind, bounce, or make sharp noises, possibly scaring a horse. i.e.- Cameras, hats, toys, purses. Riders must not make sharp, loud noises, such as screaming, or yelling, which may scare a horse.

NO HORSE IS COMPLETELY A SAFE HORSE. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to rider. If a horse is frightened

or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Biting, or Running from danger. I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. I/we refuse to wear an type of protective headgear and/or will provide my/our own. I/we accept full responsibility for my/our safety in this decision. With full knowledge of the above and any other inherent risks which may be associated with equine activities and ATV's, I hereby consent to our participation in the above described activities, and I (on behalf of myself and/or my children/legal ward

(s) agree to waive any and all claims for personal injury or property damage of any kind which my children, I or my heirs, personal representatives and next of kin may have or which may arise against Berry Creek Ranch, LLC a result of my/their participation in such equine activities or ATV's whether or not such injuries or damages result from negligence or legal liability. On behalf of my children herein listed, myself, my heirs, personal representatives and next of kin, I hereby release and discharge Berry Creek Ranch LLC, its successors, assigns, aliates, directors, owners, employees and agents from any and all liabilities, claims, lawsuits, losses, costs, causes of action and damages of any kind originating or in any way arising from my/their participation in such equine activities and ATV's. I acknowledge that I, The Participant, Parent, or Legal Guardian, et al, hereby Release and Hold Harmless Berry Creek Ranch, LLC or others acting on its behalf, from any claim, legal liability, legal action or right for damages, for any accident that may occur to my equine animal, myself, or any of my family members of whom I am a Legal Guardian.

LIVESTOCK. I hereby acknowledge that livestock are unpredictable and can be dangerous. Any interaction with livestock may result in injury or death and I assume all risks associated with interacting with livestock, including but not limited to the livestock themselves, the facilities that are associated with livestock, the equipment used for livestock and the environment that livestock are located in and assume the risk, waiving all claims associated with engaging with or being in the vicinity of livestock.

RANCHING/FARMING ACTIVITIES: Ranching and farming activities typically include mechanized equipment, physically strenuous labor and unsafe conditions. I hereby acknowledge that I assume all risks and waive all claims associated with engaging in, or being in the vicinity of farming activities.

WAIVER OF DUTY TO INFORM: I hereby acknowledge that it is virtually impossible for any person to completely and fully inform me of all the risks, dangers and information with all the activities above and hereby waive any and all duty of the Berry Creek Ranch, LLC, Gordon Larson, Julie Larson, Soren Larson, Quinn Larson, and any employee or agent thereof to inform me of any such information.

WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION RISK.

\_\_\_\_\_ Date \_\_\_\_\_

Signature

For (name if minor)

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