

# CASCADES FUTURITY AND AGED EVENT & TEAM BRANDING EVENT

September 2–15, 2024

## ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WAIVER OF CLAIMS

**NOTICE:** All events on the above dates constitute “Equine Activity” as defined by Oregon Revised Statute (“ORS”) 30.687(2), and all such events and related activities, which will take place at the Deschutes County Expo Center (“Premises”), are subject to the equine inherent risk law, ORS 30.687- 30.697. By your presence on the Premises, and/or your participation in the events, you agree to and acknowledge this, and agree to accept the limits of liability provided by the law, including those resulting from the inherent risk of equine activities.

*This includes the limitations set out in ORS 30.691, which provides, in part, that: “...[A]n equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine,...” and “...[N]o participant or participant’s representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine”*

**BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THE TERMS OF THIS AGREEMENT AND THAT I MAY BE WAIVING CERTAIN IMPORTANT LEGAL RIGHTS.**

For valuable consideration and to induce permission to participate in equine activity sponsored or managed by Cascades Futurity and Aged Event, an Oregon public benefit corporation (“Cascades Futurity”), and which I agree and acknowledge constitutes an “Equine activity sponsor” within the meaning of ORS 30.687(3), I agree to the following statements and make the following representations:

**1. Dangerous Activity.** I acknowledge and understand that participating in equine activity, whether as an event participant or an audience member, is a HAZARDOUS RECREATIONAL ACTIVITY with INHERENT RISK of damage or PERSONAL INJURY, including PARALYSIS or DEATH, to any person or damage to property. I acknowledge and understand that equines have the propensity to behave in ways that may result in injury, harm, or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; and are susceptible to certain hazards such as surface or subsurface conditions, that may not be apparent, and collisions with other equines or objects. I acknowledge and understand that equines have dangerous propensities including kicking, biting, stamping, stumbling, rearing, and others; that tack equipment can fail resulting in falling or loss of control; and that equine activities have the potential for the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant’s ability. I understand and acknowledge that equine activities are INHERENTLY DANGEROUS. I

acknowledge and understand this is not a complete description of all risks and that other unknown or unforeseeable hazards and risks of harm may occur during equine activities.

**2. Assumption of Risk.** I accept full responsibility for my own safety and the safety of my equine and EXPRESSLY ASSUME ALL RISKS OF HARM to myself and others, or to the property of myself or others, whether foreseen or unforeseen, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE RISKS INHERENT IN EQUINE ACTIVITIES OR THE NEGLIGENCE OF CASCADES FUTURITY, OR ANY OTHER CAUSE, regardless of the acts of other humans or animals, while participating in equestrian activities sponsored or managed by Cascades Futurity.

**3. Release, Waiver of Claims, and Indemnification.** I hereby RELEASE and agree to INDEMNIFY and HOLD HARMLESS Cascades Futurity and its officers, directors, agents, volunteers, and employees; and Deschutes County, the Deschutes County Expo Center and their officers, officials, employees, volunteers and agents (hereinafter collectively referred to as “Parties Released”) from and against any liability, demand, claim, or right of action for any damage or injury, including bodily injury or disability, illness or disease, death, financial loss, property loss, damage, destruction or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by other persons related in any way to my participation in equine activities, whether caused by the negligence of Cascades Futurity or otherwise, provided that nothing in this Section 3 or in this Agreement shall be deemed to release Cascades Futurity from liability arising from its own willful or intentional injury to me or my property.

**4. Unpredictability of Cause, Personal Responsibility.** I understand that injuries and harm may result from working with and around equines from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to control any equine I am handling or riding to the extent possible, regardless of the acts of other humans or animals and to act in a responsible manner to ensure to the extent possible my own safety and that of others.

**5. Promise Not to Sue.** I further COVENANT NOT TO SUE or make any demand or claim against the Parties Released for or by reason of any such damage or personal injury in any way related to my participation in equine activities at Cascades Futurity. I will pay all fees, damages, and costs, including attorney’s fees, that Cascades Futurity may incur in the enforcement of this Agreement.

**6. Foreseeability of Claims.** I acknowledge that this Agreement refers to and covers events that will take place after the signing of this Agreement and that the exact nature of any injury or loss I may suffer as a result of my participation in equine activities may not be entirely foreseeable. Knowing that the damage or injuries that can be suffered in relation to participation in equine activities can extend as far as death of persons or animals and loss or total destruction of property, I hereby expressly waive any claim or argument that the unexpected nature or extent of any damage or injury invalidates or affects the enforceability of this Agreement.

**7. Oregon Law; Jurisdiction.** I hereby agree that the terms of this Agreement shall be governed by and interpreted according to the laws of the State of Oregon, and that the Deschutes County Circuit Court shall have exclusive jurisdiction over any matter arising hereunder regardless of the state of my residence or the location of any event or matter at issue.

**8. Severability.** I agree that this document is intended to be as broad and inclusive as is permitted by Oregon law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and 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.

**9. Binding Effect; Severability.** I am physically and mentally fit and competent to sign this agreement, and I know of no medical or health reason why I should not participate in equine activities. I intend this agreement to bind me and my family, assigns, estate, heirs, and personal representatives. This Agreement is severable and shall be interpreted and enforced under the laws of the State of Oregon. I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of the Agreement between me and Cascades Futurity.

**10. Representations and Warranties:** By signing below, I hereby represent and warrant that:

**(a) I HAVE CAREFULLY READ AND VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.**

**(b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.**

**(c) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY INITIALS ON THE PAGES ABOVE AND MY SIGNATURE BELOW ARE ACKNOWLEDGMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.**

A signed liability waiver is a condition to your participation in any event. Failure to sign will lead to your disqualification and removal from the premises.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

If I am a PARENT or GUARDIAN of any minor person under 18 years of age participating in equine event sponsored or managed by Cascades Futurity, I make these representations and agree to the terms of this Assumption of Risk, Release of Liability and Waiver of Claims on behalf of each such minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to indemnify and hold Cascades Futurity harmless from and against any demand, claim, right of action, or suit that may be brought on behalf of any such minor arising from equestrian activities sponsored or managed by Cascades Futurity. I will pay all fees, damages, and costs, including attorney's fees that Cascades Futurity may incur in the enforcement of this Agreement.

Print Full Name of Minor Participant \_\_\_\_\_

Birth Date of Minor Participant: \_\_\_\_\_

Print Parent's/Guardian's Full Name: \_\_\_\_\_

Parent's/ Guardian's Signature: \_\_\_\_\_

Parent's/ Guardian's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_