

LIABILITY RELEASE & WAIVER FOR EQUINE ACTIVITIES
ORS 30.687 TO 30.697 – Oregon Equine Activity Liability Act

PARTICIPANT'S NAME: _____ DOB: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

I, _____ (PRINT NAME), the undersigned, assume the unavoidable risks inherent in all horse and horse-related activities including, but not limited to, bodily injury and physical harm to participant, rider, horse, and spectator. In consideration therefore, for the privilege of the equine facility located at Serenity Equestrian Center ("SEC"), 8473 S Heinz Road, Canby, Oregon 97013, or at any other venue under the supervision of Amy L. McCaffrey & Firefly Training & Lessons, LLC ("FTL"). The Undersigned does hereby agree to Release, Hold Harmless, and Indemnify, SEC and/or FTL, the aforementioned persons and entities, including but not limited to their owners, operators, agents, employees, independent contractors, working students, and volunteers, and further release them from any liability or responsibility for accident, damage, injury or illness to the Undersigned or to any horse owned by the Undersigned on the premises of SEC, or any other venue pursuant to the limitations set forth in Oregon Revised Statutes 30.687 through 30.697 concerning actions arising out of equine activities. Inherent risks of "equine activities" shall mean those dangers or conditions which are an integral part of equine activities including, but not limited to:

- The propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- The unpredictability of an equine's reaction to such things and sounds, sudden movement, acts of Nature, and unfamiliar objects, persons, noises, or other animals;
- Certain hazards such as surface and subsurface objects;
- Collisions with other equines, animals, people, and/or objects;
- The potential of a participant to act in a manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his or her ability.

I acknowledge that I have read this Release Agreement, agree to be bound by its terms, and understand the inherent risks in equine activities. If I am an adult signing on behalf of a minor child, I agree to hold harmless and indemnify SEC, FTL, Amy L. McCaffrey, and their owners, operators, agents and assignees, employees, independent contractors, working students, volunteers, horse owners, property owners, landlords, tenants, and any other trainer or professional associated with same, from any and all claims on behalf of the student covered herein. I further acknowledge that I am the parent and/or legal guardian of said child minor covered herein.

With my signature, I agree to assume all risks and liabilities while on the premises and while under the supervision of FTL, Amy L. McCaffrey, or any other associated trainer or professional, their owners, operators, agents and assignees, employees, independent contractors, working students, volunteers, horse owners, property owners, landlords, and tenants.

X _____
(Signature. Parent or legal guardian must sign for minor.) (Date)

Print Name (if signing on behalf of a minor)

Relationship to Participant (If Guardian, please attach copy of guardianship papers)

AUTHORIZATION FOR MEDICAL TREATMENT

In the event that the participant named below requires emergency medical treatment on account of any accident or injury which may occur in connection with any equine activities at SEC, or any other venue, under the direction and supervision of Firefly Training & Lessons, LLC, Amy L. McCaffrey, or any other associated professionals, their agents and employees are hereby given full authority to authorize any and all necessary emergency medical treatment for the named student including permission for the administration of anesthesia. In the event the signor is under the age of 18, the signature of the parents/custodial parent, or legal guardian is required.

X _____

Signature: (Parent/Guardian only on behalf of Minor) _____

Participant Name: _____

Parent/Guardian Name: _____

Address: _____

Email: _____ **Phone:** _____

Insurance Co.: _____

Policy Holder: _____

Group No.: _____ **Member ID:** _____

Other: _____

Preferred Hospital: _____

Emergency Contact Name: _____

Phone Number: _____

Special Instructions/Allergies, etc: _____

Payment & Lesson Policies

- Lesson packages are charged on a monthly flat rate basis and should be paid at or before your 1st day of the month. Payment may be made via check, cash, or electronically via PayPal Friends & Family, Square Cash, or Venmo apps.
- Payments received after the 4th of the month will be charged a \$15.00 late fee invoiced the following month.
- Any cancellations on either the part of the rider or the instructor will be rescheduled as a make-up.
- Last minute cancellations and no-shows will result in a lesson being charged with no makeup given.
- Make-up lessons must be scheduled within 3 months of the missed lesson and cannot be used as credit toward future payment. It is the rider's responsibility to keep track of missed lessons and schedule make-ups.
- Please schedule make-up lessons in advance if you know that you will be absent.
- Email, call or text Amy at (503) 260-2695 at least 24 hours in advance for any cancellation, so that your spot may be filled by another rider. Last minute cancellations and no-shows will result in a lesson being charged with no make-up given.
- Refunds for lesson packages or unused makeup lessons will not be given if you leave the program.
- Special payment arrangements can be made in advance, if needed.
- Extra lessons are welcome and can be paid for on a per-lesson basis, or you may upgrade your lesson package.
- Pay-as-you-go lessons are not guaranteed a regular spot in the lesson schedule.
- Showing is available for those riders who own or lease a horse.
- ASTM/SEI approved riding helmets, pants, and boots with a heel are required.
- Jeans with "bling" are not allowed as they can cause damage to saddles.