

Equine OUTREACH

A Non Profit Horse Rescue Organization



Name: _____ Date: _____

As a volunteer for **Equine Outreach**, you are a guest of **Sundance Meadows** and are expected to respect the property, owners, guests and other volunteers accordingly. This liability waiver and release must be signed by or on behalf of each individual volunteer, **before** he or she will be permitted to enter the grounds of Sundance Meadows.

(mailing address)

(city, state, zip)

(email address)

(phone number)

(emergency contact name)

(emergency contact phone number)

Liability Waiver and Photography Release

The term "Sundance Meadows, Inc." as used herein also means the Sundance Meadows Property Owners Association, its Directors, Officers, Agents, Employees, Successors and Assigns. The term "Equine Outreach, Inc." (hereafter "EOI") as used herein describes the non-profit organization, its Directors, Officers, Agents, Employees, Successors and Assigns. The term "CLAIM" as used herein means all claims of every kind and description such as personal or bodily injury, including death, and property loss or damage occurring or sustained on the grounds, premises or facilities of Sundance Meadows, Inc.

This is a waiver and release of claims against Sundance Meadows, Inc. and EOI. This document has the effect of preventing me or my family members from filing or prosecuting a lawsuit or making any other claim whatsoever against Sundance Meadows, Inc. or EOI for any injuries or damages occurring or sustained on the premises, grounds or facilities of Sundance Meadows, Inc. regardless of whether any such claim as defined herein, may be attributable in whole or in part to any acts, errors, or omissions of Sundance Meadows, Inc. or EOI. In the event any such claim may arise, I agree to seek redress only from such person or persons, not including Sundance Meadows, Inc. or EOI whose fault, negligence or wrongful act directly caused such claim, and I shall not seek to hold Sundance Meadows, Inc. responsible or accountable for the fault, negligence or other wrongful act or any such person or persons.

I acknowledge that this liability waiver and release is for the mutual benefit of the owners of Sundance Meadows, Inc., members of the Sundance Meadows Property Owners Association and EOI and its volunteers. I sign this waiver in the full knowledge that is it for the mutual benefit of

everyone using the facilities of Sundance Meadows, Inc. in controlling costs, such as; defense expenses, litigation costs and insurance premiums which might otherwise be incurred by Sundance Meadows, Inc. and its owners or EOI and its volunteers and donors.

Both Sundance Meadows Inc and EOI are equine activity sponsors. Per ORS 30.691, "an 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 no 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 the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine."

I hereby authorize Sundance Meadows, Inc. and EOI to publish photographs or video taken of me, my children, family members, guests, or other persons who are in my care, custody or control while on the property, and my name and likeness, for use in Sundance Meadows' or EOI's uprint, online and video-based marketing materials or other publications.

I hereby release and hold harmless Sundance Meadows, Inc. and EOI from any reasonable expectation of privacy or confidentiality associated with the images specified above.

I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or marketing materials or other publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever.

I hereby release Sundance Meadows, Inc. and EOI, their contractors, employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

This waiver and release is given on behalf of me, my children, family members, guests, or other persons who are in my care, custody or control. Minors under the age of 16 must be supervised by an adult at all times when in the Equine Outreach designated portion of Sundance Meadows, Inc. property.

I have read the foregoing and am of legal age to execute this waiver and release. I understand that I will need to sign a new Liability Waiver and Photo Release each year.

(Signature)

(Date)

(Minor's printed name)

(Parent or Guardian Signature)

(Date)

(Parent or Guardian Printed name)