



EQUINE ACTIVITY LIABILITY WAIVER AND RELEASE OF LIABILITY

Sterling Creek Outfitters

Southern Oregon

IMPORTANT – READ CAREFULLY BEFORE SIGNING

This is a legally binding document. By signing this agreement, you are waiving certain legal rights, including the right to sue.

1. Acknowledgment of Risk

I acknowledge that horseback riding and equine activities are inherently dangerous. Risks include, but are not limited to:

- Being kicked, bitten, or stepped on
- Falling from a horse
- Equipment or tack failure
- Unpredictable equine behavior
- Natural hazards including uneven terrain, rocks, mud, trees and bushes, fallen trees, wildlife, and weather
- I voluntarily choose to participate despite these risks.

Initial: _____

2. Oregon Equine Activity Liability Law Notice

Under Oregon law, an equine activity sponsor or professional is not liable for injury or death resulting from the inherent risks of equine activities.

Initial: _____

3. Release of Liability

I release and discharge Sterling Creek Outfitters, its owners, employees, contractors, volunteers, and landowners from any and all liability for injury, death, or property damage arising from my participation, including claims based on negligence, to the fullest extent permitted by law.

Initial: _____

4. Assumption of Risk

I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of Sterling Creek Outfitters or others.

Initial: _____

5. Participant Responsibilities

I agree to:

- Follow all staff instructions
- Wear appropriate clothing and closed-toe footwear
- Not participate under the influence of drugs or alcohol
- Disclose any medical or physical conditions that may affect my ability to ride

Initial: _____

6. Helmet Use (Required for Minors)

I understand that horseback riding involves a risk of head injury.

- All riders under the age of 18 are required to wear a properly fitted helmet at all times while mounted.
- Adult riders (18+) may choose whether or not to wear a helmet and accept full responsibility for that decision.

Initial: _____

7. Medical Treatment Authorization

I authorize Sterling Creek Outfitters to obtain emergency medical treatment for me (or the minor listed) if necessary. I accept full responsibility for any medical costs incurred.

Initial: _____

8. Indemnification

I agree to indemnify and hold harmless Sterling Creek Outfitters from any claims, demands, or legal actions brought by me or on my behalf, including attorney fees and costs.

Initial: _____

9. Photo & Media Release (Optional)

I grant permission for photos and videos taken during activities to be used for promotional purposes without compensation. I understand I may decline by crossing out this section.

Initial: _____

10. Minor Participants

If signing for a minor, I certify that I am the parent or legal guardian and agree to all terms on behalf of the minor.

Minor Name: _____

Age: _____

Initial: _____

11. Governing Law

This agreement shall be governed by the laws of the State of Oregon.

Initial: _____

12. Severability

If any part of this agreement is found invalid, the remaining portions shall remain in full force and effect.

Initial: _____

13. Right to Refuse Service for Safety

Sterling Creek Outfitters reserves the right to refuse service to any individual for safety reasons, including but not limited to rider weight, behavior, physical condition, intoxication, or inability to safely control a horse. This determination is at the sole discretion of staff and is made in the interest of safety for all participants and horses.

14. Acknowledgment of Understanding

I have read this document fully, understand its terms, and sign it voluntarily.

Initial: _____

Participant Name: _____

Signature: _____

Date: _____

Phone Number: _____

Emergency Contact Name & Phone:

Parent/Guardian Name (if minor): _____

Signature: _____

Date: _____