

## Phoenix Farm

### Release of Liability/Covid - 19

The waiver, release and other representations and covenants set forth herein are given in consideration for Phoenix Farm. for permitting me and/or my child or ward to ride a horse at Phoenix Farm., located at 16428 NW Rock Creek Rd, Portland OR 97231 (hereafter referred to collectively as “the Farm”).

#### **Acceptance of Risk; Release; Indemnification.**

1. I \_\_\_\_\_, am fully aware and acknowledge the extremely contagious nature of COVID-19 and voluntarily assume the risk that I and/or my child may be exposed to or infected by COVID-19 by entering on the Farm and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Further, I understand that there are a number of risks associated with me and/or my child entering on the Farm, and/or riding a horse during the current COVID-19 pandemic, including without limitation: **a.** I and/or my child could be **exposed to or contract COVID-19** or become injured which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death; and **b.** I and/or my child understand that my entry on/to, the Farm involves **Danger and Risk of Injury or Death**; that conditions of horseback riding and horses change from time to time and may become more **Hazardous**, and there is **Inherent Danger** in horses and riding which I appreciate and **Voluntarily Assume** because **I choose to do so**. I have observed horses and riding of the type that I seek to participate in and I have inspected the grounds, horses and equipment provided. I further know that other riders, horses, and participants pose a danger to me, nevertheless, **I voluntarily elect to accept all risks** connected therewith; and **c.** I and/or my child understand that horses BITE, KICK, FALL DOWN, BUCK, REAR and are UNPREDICTABLE at times, nevertheless, **I voluntarily elect to accept all risks** connected therewith;

2. I understand that the Farm **recommends against** visiting the Farm at this time, and I have decided that I wish to enter (and, if applicable, wish for my child to enter) the Farm property **against this advice**. I have received and read the April 16, 2020 letter, which includes this paragraph:

**Phoenix Farm, Inc. located at 16428 NW Rock Creek Rd, Portland OR 97231, (hereafter referred to collectively as “the Farm”) feels that it is in the best interest of both their staff and customers if no customer enters the Farm until the state of YOUR STATE removes or revises the Order. The more people allowed to enter the Farm the greater the risk of being exposed to or spreading COVID-19. The Farm is not only concerned with reducing the risk of exposure to COVID-19 but also with the possibility of a rider becoming injured and having to seek treatment from the already overburdened healthcare providers in hospitals and other places where they are actively treating cases of COVID-19**

3. I will follow all of the protocols described in the April 16, 2020 letter. Page 2 of 3

4. I certify that neither I, nor anyone in my household, nor any child that is accompanying me,

- a. Has tested positive or has been presumed positive for COVID-19 at any time during the past 14 days;
- b. Has been advised by a healthcare professional to self-quarantine at any time during the past 14 days;
- c. Has been in close physical contact with someone who has tested positive for COVID-19 or who has been presumed positive for COVID-19, during the past 14 days; or
- d. Is subject to a quarantine order or a recommendation of a healthcare professional that, in either case, would make it inadvisable or me or my child to ride or to be present at the Farm; or
- e. Has, within the past 24 hours, exhibited any of the following symptoms: fever of 100.4 or greater, cough, shortness of breath.

5. On behalf of myself and/or my child and our heirs, successors and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my and/or my child's entry to the Farm and/or riding a horse at the Farm, and I hereby forever release, waive, relinquish, and discharge the Farm, along with their officers, agents, owners, employees, or other representatives, and their successors and assigns (collectively, the "Farm's Representatives"), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") as a result of me and/or my child being permitted on the Farm property and riding a horse, including but not limited to those related to the above described personal Injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any of the Farm's Representatives or any other person. I further promise not to sue the Farm or any of the Farm's Representatives, and agree to indemnify and hold them harmless from any and all Damages resulting from my and/or my child's being permitted on the Farm property and/or riding a horse.

**DO NOT SIGN IF YOU HAVE NOT CAREFULLY READ THIS ENTIRE RELEASE OF LIABILITY. BY SIGNING BELOW YOU AGREE TO EVERYTHING IN THIS RELEASE OF LIABILITY.  
 READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.**

Print Name of Rider \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PARENT/LEGAL GUARDIAN (if Rider is under 18 years old or subject to guardianship) Print Name \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ Page 3 of 3