

**NATURAL WHISPERINGS LLC**

**WAIVER AND RELEASE FROM LIABILITY**

I, the undersigned, sign this Waiver and Release from Liability and Indemnity Agreement (this "Release") for the benefit of **Natural Whisperings, LLC and Joanna & Malcolm DeRungs** and all "equine activity sponsors" and "equine professionals" as those terms are defined in Section 30.687 of the Oregon Revised Statutes (collectively, "Sponsors").

In return for my use of Sponsors' property and services, I agree for myself and anyone else who may make a claim for me or on my behalf (collectively, the "Releasing Parties") that:

1. **ASSUMPTION OF RISK.** I understand that riding, training, driving, showing, handling, grooming, and any other activity with or around a horse, and participating in other equine activities (each an "Equine Activity"), are each dangerous activities that could lead to serious bodily injury and death. I voluntarily assume the risks and all other risks associated with any Equine Activity. I have no medical or physical condition that could interfere with my safety or the safety of others while I participate in Equine Activities. I have had the opportunity before signing this Release to inspect the property on which the Equine Activities will occur (the "Facility"). I voluntarily assume all risks associated with participating in Equine Activities at the Facility.

2. **RELEASE FROM LIABILITY.** I and the other Releasing Parties release Sponsors from all liability, and waive the right to bring a lawsuit or other legal action against Sponsors, for damage to property and for all injuries, death, losses, and any other liability incurred by me or any other Releasing Party, that arises out of any Equine Activity, or the failure of any equipment or tack provided by Sponsors, even if it is due to the negligence or other fault of Sponsors. I waive the protection of any applicable statute that has the purpose or effect of providing that a general release that does not extend to claims that I do not know of or expect to exist when I execute this Release.

3. **AUTHORIZATION TO PROVIDE MEDICAL/VETERINARIAN CARE.** I authorize Sponsors or its representatives to obtain or provide all emergency hospitalization or other medical care that it deems I require and all veterinarian or other medical care that it deems that my horse(s) require. I will be responsible for paying any hospitalization, veterinarian, and other medical care provided to me and/or my horse(s). I understand that Sponsors is not obligated to obtain or provide any hospitalization or other medical or veterinarian care to me or my horse(s). I understand that there may be no veterinarian or medical care available at or near the Facility.

4. **ATTORNEY FEES.** I will pay Sponsors' reasonable attorney fees and costs that it spends to enforce this Release, including without limitation any attorney fees and costs on appeal.

5. **MISCELLANEOUS.** I understand that I cannot revoke this Release for any reason. If any portion of this Release is unenforceable, all other provisions will continue to be

enforceable. This Release supersedes any statement made by or to me in connection with any Equine Activity. As used in this Release, each reference to (a) "Sponsors" means collectively all the parties that make up Sponsors and each such party individually and (b) "I", "me", "my", "myself", and other first person references will include any child, ward, or other minor for whom I sign. I intend this Release to be enforced to the fullest extent allowed by law.

I HAVE CAREFULLY READ THIS RELEASE. I UNDERSTAND ITS CONTENT AND VOLUNTARILY AGREE TO ITS TERMS. I AM SIGNING THIS RELEASE AS A CONDITION TO PARTICIPATING IN EQUINE ACTIVITIES.

\_\_\_\_\_  
(Signature of participant) Date: \_\_\_\_\_

First/Last Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INDEMNIFICATION OF PARENT OR GUARDIAN  
(Must be completed for participants **under the age of 18**):**

In consideration of the minor participant ("Minor") being permitted to participate in Equine Activities and use Sponsors' property and services, I agree to indemnify and hold harmless Sponsors from all claims that are brought by or on behalf of Minor and that arise out of or in connection with Minor's participation in Equine Activities, even if it is due to Sponsors' negligence or other fault.

\_\_\_\_\_  
(Signature of Parent or Guardian of Participant) Date: \_\_\_\_\_

\_\_\_\_\_  
(Parent or Guardian Printed Name)

## HORSE SAFETY CONTRACT

Horses are prey animals and are easily startled into a fight or flight mode. The following guidelines will prevent serious mishaps and make the experience more enjoyable for everyone involved, including the horses.

1. Do not touch or feed horses you have not been introduced to.
2. Except during specific activities, always handle the horse with a halter and lead rope. When leading the horse, never wrap the lead line around your hand. Do not lay the line over your neck or shoulder.
3. Avoid standing directly in front of or directly behind a horse. When walking behind horses put your hand on the horse's hindquarters and move around him with your body close to their body. When two people are working with the same horse, they should stand on the same side of the horse.
4. Do not hit or yell at the horse. Physical violence only escalates the horse's impulse to run or fight.
5. When the instructor calls a "Time Out", stop what you are doing and move away from the horse or return to the neutral leading position. Wait quietly for further instruction.
6. If a horse begins to panic, give him some space. Do not try to restrain him. If the panic escalates, LET THE HORSE GO! Call "Time Out" or "Loose Horse."
7. As prey animals, horses are very sensitive to the feelings of herd members and human beings. Feelings are a primary source of information to this species. Pay attention to your feelings and how these feelings are changing. If you get frustrated, fearful, or angry, call your own "Time Out" and reassess the situation. Do not hesitate to ask for help.
8. It is not uncommon for human handlers to pick up feelings that actually belong to the horses. If you have distress feelings that you cannot name or have no logical reason for, call your own "Time Out" and consult an instructor. Many instances of horse panic can be avoided by listening to and discussing these feelings before they evolve into extreme behaviors.
9. Do not hold your breath. Horses give and receive information through the quality and frequency of their breathing. Holding your breath or producing quick, shallow breaths around the horses can cause them to become stressed or fearful.

I have read the safety guidelines above and will listen to the accompanying demonstration. I agree to follow these rules to the best of my ability and ask for help when I am having trouble with any of the Natural Whisperings LLC activities. I agree to be responsible for my own safety and thus contribute to the safety of the group.

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of participant)

### ADDITIONAL, IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

If this release is obtained from a participant under the age of 18, then the signature of that participant's parent or legal guardian is also required.

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Parent or Guardian of Participant)

\_\_\_\_\_  
(Parent or Guardian Printed Name)

## **Photograph & Video Release Form**

Joanna DeRungs of Natural Whisperings LLC is photographing/filming this clinic to be used in future instruction and other purposes.

I hereby grant Joanna DeRungs & Natural Whisperings LLC permission to use my likeness in a photograph/video/audio, without payment or any other compensation. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area.

Photographic, audio or video recordings may be used for the following purposes:

- conference presentations
- educational presentations or courses
- informational presentations
- educational videos
- promotional materials

By signing this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public educational setting.

By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational purposes.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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### ADDITIONAL, IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

If this release is obtained from a participant under the age of 18, then the signature of that participant's parent or legal guardian is also required.

\_\_\_\_\_  
(Signature of Parent or Guardian of Participant)      Date: \_\_\_\_\_

\_\_\_\_\_  
(Parent or Guardian Printed Name)