

# C&M Stables

**Rental Sign In Sheet:**

**Rides: B-11/2 B-2 T-1 T-11/2 1/2-D M/A C-R S.SET**  
**\$ AMOUNT CA MA VI TC AmEx DIS Debit**

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Horse:** \_\_\_\_\_

**Riders age if under 18:** \_\_\_\_\_ **Emergency phone#** \_\_\_\_\_

**Rider Proficiency:** Beg \_\_\_ Med \_\_\_ Adv \_\_\_ **Rider desires a horse to go up to a:** Walk \_\_\_ Trot \_\_\_ (ck one)

**Does rider have any medical problems that we should know about?** \_\_\_\_\_

**RIDERS ARE PROHIBITED FROM RUNNING THEIR HORSES AT ANY TIME! CANTERING WILL BE ALLOWED ON THE MORNING ADVENTURE RIDE UPON PROVING SKILL LEVELS TO YOUR GUIDE ON THE BEACH, ONE AT A TIME AND BEACH CONDITIONS MUST BE SUITABLE FOR FOOTING FOR THE HORSES.**

**Rider Proficiency:**

**Beginner:** Someone who rides infrequently or never before, maybe a few times a year.

**Medium:** Someone who has been riding for years, maybe lessons, has their own horse and knows how to handle a horse that does break into a canter and can maintain control.

**Advanced:** Someone who has had years of riding, lessons, puts many hours in the saddle each year, and can properly control a horse under any circumstance that may be found on the ride.

**HAVE YOU READ OVER THE PRE RIDE INTRODUCTION AND AGREE TO FOLLOW THE RULES AND YOUR GUIDES INSTRUCTIONS.**

**RIDER or LEGAL GUARDIAN SIGNATURE:** \_\_\_\_\_

**MINORS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR A HELMET**

**PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT**

I, for myself and being the legal age of 18 or older, have been fully warned and advised by Eryn Macy Stables Co. dba C&M Stables (hereinafter collectively referred to as "C&MS"), that we should purchase and/or wear a properly fitted and secured ASTM/SEI (Equestrian Standard) certified helmet while riding or being around horses (whether on the premises of C&MS or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of C&MS, the guide/instructor, numerous court cases and C&MS' insurance company, we are refusing this critical precaution.

**SIGNER STATEMENT OF AWARENESS**

**I the undersigned have read the foregoing statement carefully before signing and do understand its warnings and assumptions of risk.**

\_\_\_\_\_  
**Signature of Rider (spouse must sign for themselves)**

\_\_\_\_\_  
**Date**

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Eryn Macy Stables Co. dba C&M Stables, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "C&MS"), I hereby agree to release, indemnify, and discharge C&MS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse.

Furthermore, C&MS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C&MS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of C&MS's equipment or facilities, **including and such claims which allege negligent acts or omissions of C&MS.**

4. Should C&MS or anyone acting on their behalf, be required to incur attorneys fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risks of any medical or physical condition I may leave.

6. In the event that I file a lawsuit against C&MS, I agree to do so solely in the state of Oregon, and I further agree that the substantive law of that state shall apply in that without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against C&MS on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by C&MS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless C&MS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_