

Feather Creek Farm
1501 72nd Ave, NE
Norman, OK
Phone: 925-580-9841
www.feathercreekfarm.net

ASSUMPTION OF RISK AND RELEASE

I acknowledge, understand, and agree, in consideration of my participation in equine activities at Feather Creek Farm ("FCF Events") including, but not limited to, shows, exhibitions, schooling days, community events and competitions ("FCF Events"), as a volunteer, participant, owner, lessee, coach, trainer, employee, or contractor, and that my participation in equine activities and FCF Events are voluntary and at my own risk. I understand that there are inherent risks of loss and accident associated with participation—including bodily and personal injuries, death, and property damage—to participants, bystanders, and horses including but not limited to (a) serious bodily injury; (b) sickness and disease (including communicable diseases); (c) trauma, pain & suffering, permanent disability, paralysis and death; (d) loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; (e) exposure to extreme conditions and circumstances; (f) accidents involving other participants, event staff, volunteers or spectators; (g) contact or collision with other participants and horses, natural or manmade objects; (h) adverse weather conditions; (i) facilities issues and premises conditions; (j) failure of protective equipment (including helmets); (k) inadequate safety measures; (l) participants of varying skill levels; (m) situations beyond the immediate control of the FCF Facilities organizers and competition management; (n) and other undefined, not readily foreseeable and presently unknown risks and dangers; and, further, that:

There are, at any and all times, likely to be participants in equine activities on the FCF Facilities, and, despite the risks set forth above, I knowingly and voluntarily choose to use FCF Facilities and assume any and all risks related to the activity to the maximum extent permitted by law. Should medical treatment be required, I or my own medical insurance company shall pay for all such incurred expenses.

I hereby release, waive, and discharge Feather Creek Farm and its employees (including contract employees), and volunteers (collectively, "FCF Parties"), to the maximum extent permitted by law, from any and all claims, demands, actions, and rights of action of whatever kind or nature, in law or in equity, known or unknown, arising from or related to any bodily or personal injuries, illness, death or property damage arising from or related to the use of the FCF Facilities by me or others including bodily and personal injuries, illness, death, and property damage arising from or related to, directly or indirectly, the negligence of FCF Parties.

I am acquainted with appropriate equestrian safety practices, and it is not the responsibility or obligation of FCF or any FCF Party to teach or advise me of appropriate equestrian safety practices or, to the extent applicable, to enforce any rules or laws related to appropriate equestrian safety practices or the use of protective equipment.

This Assumption of Risk and Release is given on behalf of (a) me and my executors, heirs, and assigns and (b) any child of whom I am a parent or guardian and his or her executors, heirs, and assigns. I agree that, if I am a parent or guardian of a minor participant in equine activities on the FCF Facilities, I consent to the participation by the minor and agree to all of the above provisions and agree to assume all of the obligations of this agreement on behalf of the minor.

If any portion of this Assumption of Risk and Release is held to be invalid by any court or tribunal, the remainder hereof shall continue in full force and effect.

I ACKNOWLEDGE AND AFFIRM—AND, AS APPLICABLE, FURTHER ACKNOWLEDGE AND AFFIRM THE TERMS OF THE ASSUMPTION OF RISK AND RELEASE POSTED AT THE ENTRANCES TO THE PROPERTY—THAT I CAREFULLY READ THE CONTENTS OF THIS ASSUMPTION OF RISK AND RELEASE, FULLY UNDERSTAND ITS MEANING, AND SIGN IT VOLUNTARILY.

PARTICIPANT

**GUARDIAN OR PARENT OF PARTICIPANT
(if participant is a minor)**

Print Name

Print Name

Signature

Signature

Date

Date

WARNING

Under Oklahoma law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities.

Oklahoma Statutes Title 76-50