

FLIPSIDE HORSES, INC.
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 20_____, between Flipside Horses, Inc. ("Trainer"), operating at Illahee, 34680 NE Kramien Rd, Newberg, OR 97132 ("Premises"), and _____ ("Owner").

PURPOSE

Trainer is in the business of training, buying, selling, showing, boarding, and hauling horses for a fee; and

Owner desires to hire Trainer to provide services as described herein on the terms and conditions set forth herein; and

Owner agrees to pay Trainer for providing the services as described herein on the terms and conditions set forth herein.

TERMS

A. HORSE DESCRIPTION, OWNERSHIP WARRANTY, AND STATEMENT OF CONDITION

Owner represents and warrants that he/she is the lawful owner or lessee of the following horse/pony ("Horse"), and that Horse is free and clear of any and all liens and encumbrances:

Horse Name: _____

Horse Age: _____

Horse Gender: _____

Owner further warrants that, as of the date of this Agreement, Horse has no known vices (such as cribbing or weaving) or undesirable or aggressive temperamental habits (such as biting, kicking, bucking, or rearing) except as described herein: _____

Trainer reserves the right to terminate this Agreement effective immediately if Trainer determines, in their sole discretion, that Horse is dangerous or potentially dangerous.

Owner further warrants that, as of the date of this Agreement, Horse is free from any allergies or environmental or chemical sensitivities, except as described herein: _____

Owner further warrants that, as of the date of this Agreement, Horse has not (a) had any health problems, or shown symptoms of communicable disease, including but not limited to cough, nasal discharge, or fever, or (b) been in close proximity to or contact with any other horse with any such health problems or symptoms of communicable disease, within the last thirty days.

Owner further warrants that Horse is current on all vaccinations, worming, and dental work. Trainer reserves the right to require proof of Horse's vaccinations, worming, and a current Coggins test as a

condition of boarding Horse at Premises.

B. HORSE INSURANCE

Owner represents and warrants that, as of the date of this Agreement, Horse is insured as follows (check the appropriate box(es) and provide the information requested):

- Horse is not insured.
- Horse is insured:
 - Name of Insurance Carrier and/or Agent: _____
 - Name of Horse List on Policy: _____
 - Phone Number of Carrier: _____

If Horse's insurance coverage changes, lapses, or is otherwise terminated for any reason at any time during the term of this Agreement, Owner shall provide Trainer with updated insurance information within ten (10) business days of such change, lapse, or termination.

C. TRAINING

Horses are worked 5 days a week in either lessons or professional rides and turned out, weather permitting, or hand walked 7 days a week. Each horse or pony has a program that is specifically tailored to their needs. Vet exams and shoeing arrangements will be organized by Trainer or Trainer's staff unless other arrangements have been in made, in writing, with Trainer.

D. BOARD

Horses are fed hay three times a day with grain and supplements twice a day. Board is contracted through Illahee and paid directly Trainer. Grain is included in board and supplements are the Owner's expense.

Owner acknowledges that he/she has inspected Horse's assigned stall and finds it satisfactory and free of excessive damage or safety risks. Notwithstanding the foregoing, Trainer reserves the right to reassign Horse to a different stall without notice to maintain a safe and comfortable environment at, and for maintenance and repair of, the Premises.

E. HAULING SERVICES

Owner expressly authorizes Trainer, and/or for Trainer to contract with a qualified horse transportation provider, to transport Horse to veterinary treatment facilities, horse shows, clinics or when otherwise reasonably necessary for Horse's health and well-being. Trainer's current hauling rates are set forth in **Exhibit A**, the terms of which are incorporated into this Agreement by this reference as if fully set forth herein. A Hauling and Release Agreement is attached hereto as **Exhibit D**, the terms of which are incorporated into this Agreement by this reference as if fully set forth herein.

F. TURNOUT AUTHORIZATION

At Owner's request, turnout can be provided. All turnout presents potential hazards that may cause injury to or the death of Horse, including but not limited to acts of God; inclement weather; fencing; physical contact or altercations with other horses, including but not limited to biting, kicking, and running; rodent holes; and uneven, slippery, rocky, or otherwise irregular footing.

By signing this Agreement, Owner acknowledges that he/she (a) has inspected the Premises pastures, paddocks, fencing, and footing and finds them satisfactory, (b) authorizes Trainer to provide turnout for Horse, and (c) knowingly, voluntarily, and expressly assumes all risks resulting from or arising out of turnout of Horse.

G. PAYMENT AND RIGHT OF LIEN

With the exception of **Sales, Purchase, and Lease Commissions and Expenses, Horse Show Costs/Expenses, and Horse Show Day Fees**, for all services listed in **Exhibit A**, Owner shall pay Trainer in full each month no later than the fourth (4th) of each month for all services due; payment is considered late thereafter (unless prior arrangements have been made in writing with Trainer) and is subject to a \$50 late fee per horse.

Payment for Sales, Purchase, and Lease Commissions and Expenses, Horse Show Costs/Expenses, and Horse Show Day Fees shall be paid as set forth in **Exhibit A**.

Payments shall be made electronically (preferred) by Venmo, PayPal, or wire, or by negotiable check, payable to "Flipside Horses, Inc." In the event any check is returned to Trainer for insufficient funds or is otherwise non-negotiable, Trainer shall charge and Owner agrees to pay an NSF check fee, plus any and all applicable bank fees incurred by Trainer, in addition to the charges for monthly board and applicable services due and any late charges that may be due.

Owner is hereby on notice that Oregon law provides Trainer with a right of lien for the amount due Trainer for feeding, transporting, storing, pasturing, caring for, providing services for, supplying materials for or performing labor on Horse, and Trainer has the right, without process of law, to retain possession of Horse until all indebtedness owed to Trainer is discharged. If such indebtedness is not discharged within sixty (60) days, Trainer shall foreclose on its lien and dispose of Horse at public auction in accordance with Oregon law. This Agreement shall not restrict or otherwise limit Trainer's lien rights under Oregon law.

H. FACILITY RULES

Trainer desires to maintain an atmosphere at its facility that is safe and pleasant for all owners and their horses. With that understanding, Owner agrees to abide by the rules set forth in **Exhibit B**, the terms of which are incorporated into this Agreement by this reference as if fully set forth herein.

I. VETERINARY, DENTAL, AND FARRIER SERVICES

As set forth in **Exhibit C**, the terms of which are incorporated into this Agreement by this reference as if fully set forth herein, Owner hereby expressly authorizes Trainer to schedule a qualified veterinarian to provide Horse veterinary and dental care as may be required for Horse's health, well-being, and benefit, including but not limited to regular vaccinations, deworming, dental work, and other routine veterinary care, including prescribed medications. Owner also expressly authorizes Trainer to schedule Horse's farrier care, including hoof trimming and shoeing.

Throughout the duration of this Agreement, Owner authorizes Trainer to communicate directly with any and all veterinarians who examine, diagnose, or treat Horse for any reason regarding all aspects of Horse's care and/or treatment.

IN THE EVENT OF UNUSUAL OR EMERGENCY CIRCUMSTANCES, TRAINER IS HEREBY EXPRESSLY AUTHORIZED, BUT NOT OBLIGATED, TO SECURE VETERINARY CARE

(INCLUDING SUCH VETERINARY CARE AS MAY BE NECESSARY, IN TRAINER'S SOLE DISCRETION, TO PROTECT THE LIFE OR HEALTH OF HORSE UNDER UNUSUAL OR EMERGENCY CIRCUMSTANCES), FARRIER SERVICES, TRANSPORTATION SERVICES, AND OTHER SERVICES ON OWNER'S BEHALF AS MAY BE REQUIRED FOR THE HEALTH, WELL-BEING, AND BENEFIT OF HORSE.

Owner is liable for all veterinary, farrier, and transportation costs for Horse, whether routine or arising out of or resulting from unusual or emergency circumstances. If Trainer advances payment for any veterinary, farrier, or transportation services on Owner's behalf, Owner shall repay Trainer in full within five (5) business days of being presented with such costs by Trainer. If not paid, Trainer shall have a consensual security interest in Horse to the extent permitted under Oregon law for all unpaid expenses and fees on account.

J. WARNING, RISK OF LOSS, AND AGREEMENT OF RELEASE

Owner understands that any horse, regardless of its training and prior behavior, may act or react unpredictably at any time, and may bolt, spook, rear, buck, bite, kick, fall, strike out, stomp, trample, spin, collide with objects, collide with other horses, step on, over or become entangled in objects, tack, or equipment, or otherwise act in a manner that may cause injury and/or death to itself, other horses, property, and/or PEOPLE. Owner further understands that, despite prudent handling, training, and care, any horse can be injured and/or die at any time, through no fault of its handler or caregiver.

BY SIGNING THIS AGREEMENT, OWNER EXPRESSLY ASSUMES ALL RISK OF LOSS RELATED TO HORSE, AND ANY AND ALL TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY. TRAINER AND ITS OWNERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OR ANY OF THEM, SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO OWNER'S HORSE, TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO LOSS BY FIRE, THEFT, RUNNING AWAY, DISEASE, ACCIDENT, DEATH, OR TRAINER'S ACTS OF NEGLIGENCE. OWNER VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUMES ANY AND ALL RISKS THAT MAY RESULT THEREFROM.

OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL ACTS AND BEHAVIOR OF HORSE WHILE HORSE IS AT PREMISES OR IN THE CARE, CUSTODY, AND CONTROL OF TRAINER OR ITS OWNERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS. OWNER SHALL BE SOLELY RESPONSIBLE FOR HIS/HER ACTS AND BEHAVIOR, AND THE ACTS AND BEHAVIOR OF HIS/HER GUEST(S) AND CHILDREN, AT ALL TIMES.

OWNER UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT OF RELEASE, OWNER KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVES HIS/HER RIGHT, AND THAT OF HIS/HER REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM TRAINER, AND ITS OWNERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY HARM OR INJURY TO OR THE DEATH OR LOSS OF HORSE, OR DAMAGE OR LOSS OF TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE.

K. INDEMNIFICATION AND ATTORNEY'S FEES

Owner agrees to indemnify, defend, and hold harmless Trainer, and its owners, employees,

representatives, and agents from any and all claims, damages, harm, fines, or loss sustained or suffered, including but not limited to any and all property damage beyond ordinary wear and tear, by reason of the boarding of Horse, and for any and all claims, damages, harm, loss, or injuries whatsoever arising out of the acts and behavior of, or in any way relating to, Horse, Owner, and/or Owner's guest(s), children, and other invitees to the Premises at which Trainer operates. In the event litigation is commenced to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party shall recover from the losing party reasonable attorney's fees and costs incurred in such proceeding to the extent permitted by law.

L. ARBITRATION OF DISPUTES

Owner and Trainer agree that any disputes concerning any subject matter related to this Agreement (*e.g.*, training, boarding, riding, veterinary care, hauling, etc.) or alleged breaches of this Agreement will be resolved through arbitration under the procedures outlined by the American Arbitration Association or JAMS. The arbitration will be pursuant to the Federal Arbitration Act.

M. TERM AND TERMINATION OF THIS AGREEMENT

The term of this Agreement shall be month-to-month and automatically renews each month unless prior written notice of termination is provided. Either party may terminate this Agreement upon thirty (30) days prior written notice via (1) certified mail, return receipt requested, to the applicable party at his/her/its/their last known address, or such other address as the party designates in writing, or (2) email, to the applicable party at his/her/its/their last known email address, or such other email address as the party designates in writing. Notice via certified mail, return receipt requested, shall be effective upon mailing. Notice via email shall not be effective until the party providing notice receives a return email from the recipient of such notice acknowledging receipt of notice via email. The termination date of this Agreement shall be thirty (30) days from the effective date of the notice of termination. Upon written notice of termination, Trainer shall present Owner with a final accounting of all charges and fees due to Trainer through the termination date.

Notwithstanding the foregoing, if Trainer determines, in its sole discretion, that (a) Horse is dangerous or potentially dangerous, (b) Owner has violated Trainer's rules or failed to abide by safety warnings, (c) Owner is materially hindering or otherwise interfering with Trainer's business, or (d) Owner is engaging in actions or activities that endanger Owner, Horse, or any other person or horse located at Premises, then this Agreement shall terminate effective immediately and Owner shall have forty-eight (48) hours to pay all charges and fees due and remove Horse. Unless otherwise agreed by Trainer in writing, payment of all amounts due Trainer must be made in full before Horse is released to Owner and can be removed from Trainer.

N. BINDING EFFECT

Owner and Trainer agree that execution of this Agreement is binding upon each party and their respective representatives, successors, heirs, and assigns. Owner intends this Agreement to be as broad and inclusive as permitted under Oregon law. OWNER FURTHER INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW.

O. GOVERNING LAW AND CHOICE OF VENUE

The terms and conditions of this Agreement are governed by and construed in accordance with the

laws of the State of Oregon.

P. DEFAULT

Upon material breach of this Agreement by a party, the non-breaching party may terminate this Agreement without further notice.

Q. WAIVER

Waiver by either party of strict performance of any of the provisions of this Agreement must not be construed as or constitute a waiver of that party’s right to subsequently require strict performance of the same or any other provision of this Agreement. No provision of this Agreement may be waived except by a written instrument duly executed by both parties.

R. SEVERABILITY

In the event any provision of this Agreement is deemed unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

S. HEADINGS

The headings and captions in this Agreement are only for the convenience of the parties and must not be considered in construing the provisions of this Agreement.

T. ENTIRE AGREEMENT: This Agreement, including Exhibits, constitutes the complete and entire agreement between Trainer and Owner. Any modifications or additions to this Agreement must be in writing and signed by Trainer and Owner.

I have read and understand this Agreement and agree and consent to its terms and conditions.

OWNER

TRAINER

FLIPSIDE HORSES, INC.

Name (Print): _____

Signature: _____
(Parent/guardian’s signature if Owner is under 18)

By: Philippa R. Melski
Its: Member

Parent/Guardian Name (Print): _____

Email Address: _____

Mailing Address: _____

Physical Address: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Emergency Contact (Name and Number): _____

FLIPSIDE HORSES, INC.

EXHIBIT A RATE SHEET¹

Training	\$800/month
Board	\$1,100/month
Supplements	Varies
Grooming (optional full tack up/down for lessons)	\$200/month
Haul-in lessons and rides	\$75/lesson
Haul-in charge payable to Illahee	\$35/lesson
Individual rides or lessons for non-training horses in barn	\$75/lesson
Body clips	\$200/clip
Horse show day fees	\$150/day

Horse Show Costs/Expenses

1. Horse show invoices will be emailed out each week of a show on or before Saturday night. Payment for the invoice is due on or before that same Sunday **of each week** of the show. You may arrange to leave blanks checks with Flipside for these invoices so that they are paid on time;
2. Feed and tack-rooms are split evenly among ALL horses stabled with Flipside during the show;
3. Day fee charges will start the day the horses leave for the horse show;
4. Each horse must be sent with an open check or credit card for the horse show office if not sent with their entry;
5. Any costs that have to be covered by Flipside such as braiding or shoeing will have an added charge of \$50 each;
6. Groom and Trainer lodging as well as extra show help shall be split amongst all horses stabled with Flipside during the show;
7. A \$500 deposit per horse, per week, is due for out of town horse shows two weeks before horses ship. This will be credited to your horse show invoice. If you do not pay a deposit and enter late, there may be a late entry fee;

¹ All rates are subject to change upon 30 days' notice to Owner.

8. Horses that scratch after entering will be responsible for tack room, groom stalls, hotel, and staffing splits, unless such costs can be eliminated.

Hauling

All hauling to local and away shows will go through Flipside unless the Owner has his/her own horse trailer.

Hauling.....	\$1.25/mile
Hauling to local shows.....	\$200/horse
Hauling to local vets and back.....	\$200/horse

Sales, Purchase, and Lease Commissions and Expenses

Sales, purchase, and lease commissions.....	15%
Horses that are bought or sold within the program.....	10%

Please do not asked for a reduced commission on a sale or lease. The commission is Trainer’s commitment to spend the time and energy necessary to find or sell a horse (including travel), and to work with Owner and the horse to make them a better team, and to sell a horse at a competitive price.

All commissions are to be paid within five (5) business days of the effective date of any purchase and sale or lease agreement, unless otherwise agreed to with Trainer in writing. A late fee of 3% will be charged on any outstanding commissions.

For horse shopping, including trips out of state/abroad, Trainer will supply her time. Client will pay up-front for travel-related expenses for Trainer including, travel, lodging, etc. Any travel-related expenses that cannot be paid before travel (*i.e.*, meals, parking) will be paid to Trainer within seven calendar days of being presented to Client.

NSF Check Fees

Client shall pay Trainer \$30 plus any bank charges incurred by Trainer as a result of the NSF check paid by Client.

FLIPSIDE HORSES, INC.

EXHIBIT B FACILITY RULES

**NOTE: FAILURE TO ABIDE BY THESE RULES MAY RESULT IN IMMEDIATE
TERMINATION OF THIS AGREEMENT**

- Only Owner and lessees may ride and handle horse on the Premises without prior approval from Trainer.
- No riding in the barn aisle or stalls.
- Notify Trainer immediately regarding any accidents or injuries to horses or humans.
- Notify Trainer immediately of any damage, maintenance, or repair issues concerning the Premises, including but not limited to fencing, plumbing, footing, or stalls.
- Close-toed shoes or boots are required at all times when handling a horse.
- All riders must wear an ASTM/SEI approved helmet and boots with a defined heel at all times when mounted.
- No dogs are permitted on the Premises.
- The Premises is a tobacco-free facility. Smoking or use of other tobacco products is not permitted ANYWHERE on the Premises.
- ALWAYS close ALL gates.
- No lunging by anyone other than Trainer and staff without prior approval from Trainer.
- Unsupervised turnout in the arena is NEVER permitted. Supervised free lunging is permitted, but the arena must be vacated for mounted work.
- No jumping is allowed unless in a lesson supervised by Trainer or staff.
- Please keep the barn aisle clear and the front of your stall tidy.
- Clean up after yourself, including picking up manure as soon as it happens in cross ties, wash stall, arena and gravel areas. Sweep up the crossties when you are finished grooming. Halters may be hung on cross tie hooks while riding. Please do not leave them on the floor.
- All tack and equipment must be put away when finished.
- Do not borrow tack, equipment or products without express permission from their owner.
- Trainer or staff will administer all medications to Horse unless otherwise agreed to.

FLIPSIDE HORSES, INC.
EXHIBIT C
EQUINE VETERINARY TREATMENT AUTHORIZATION

By signing this authorization (“Authorization”), I hereby knowingly, voluntarily, and expressly authorize Flipside Horses, Inc. owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, to authorize veterinary care and transportation for Horse. This Authorization includes, but is not limited to obtaining:

- (a) Any and all veterinary care that, in the sole discretion of Flipside Horses, Inc. owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, is reasonably necessary for the health and welfare of Horse;
- (b) Emergency veterinary treatment services;
- (c) Veterinary surgery;
- (d) Administration of oral, intra-muscular, and subcutaneous injectable medication under the supervision or direction of a veterinarian;
- (e) Administration of intravenous medication in the event of emergency or a veterinarian is otherwise unable to administer such medication;
- (f) Any and all other appropriate care that, in the sole discretion of Flipside Horses, Inc. owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, is reasonably necessary for the health and welfare of Horse; and
- (g) Transportation services related to any and all such care as described above.

Notwithstanding the foregoing, this Authorization expressly (please check the appropriate box):

- EXCLUDES euthanization of Horse***
- INCLUDES euthanization of Horse, if a veterinarian recommends euthanization and Horse’s owner or a designated representative cannot be reached within 60 minutes of such recommendation***

I further knowingly, voluntarily, and expressly authorize Flipside Horses, Inc. owners, members, shareholders, employees, agents, and representatives, or any of them, to communicate directly with any and all veterinarians who have provided or are providing veterinary services, including but not limited to examination, diagnosis, and treatment, for Horse for any reason regarding all aspects of Horse’s care, treatment, and/or rehabilitation.

I agree to pay for all costs and expenses associated with the veterinary care, treatment, and related services provided to Horse as set forth above, including but not limited to reimbursing Flipside Horses, Inc. owners, members, shareholders, employees, agents, and representatives, or any of them, that are incurred on behalf of Horse.

Signature: _____

Date: _____

FLIPSIDE HORSES, INC.
EXHIBIT D
HAULING AND RELEASE AGREEMENT

I understand and acknowledge that transporting horses presents potential risks to their safety, health and well-being, including but not limited to injury or death resulting from motor vehicle accidents; injury or death from slipping, falling, kicking, or colliding with objects or horses within the horse trailer, and while loading into or unloading from the horse trailer; respiratory infection and/or illness; colic; and other potentially permanent injury, illness, damage, or death. I further understand and acknowledge that transporting my personal property presents risk of damage and or loss. I further understand and acknowledge that Trainer strongly recommends that I obtain insurance for Horse and my personal property covering losses caused by, resulting from, or associated with all such risks. With this knowledge, I hereby authorize Trainer and its owners, employees, agents, trainers, and representatives, or any of them, to transport Horse and/or my personal property, and to contract with a third party to transport Horse and/or my personal property.

I UNDERSTAND THAT AS A CONDITION OF TRAINER TRANSPORTING HORSE AND/OR PERSONAL PROPERTY, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ALL RISK THAT MAY RESULT THEREFROM.

I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT(S), AND THAT OF MY REPRESENTATIVE(S), TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM TRAINER AND ITS OWNERS, EMPLOYEES, AGENTS, TRAINERS, AND REPRESENTATIVES, OR ANY OF THEM, FOR ANY INJURY TO OR THE DEATH OF MY HORSE, OR DAMAGE TO MY PERSONAL PROPERTY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF TRANSPORTING MY HORSE AND/OR PERSONAL PROPERTY. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE.

Trainer shall notify me as soon as circumstances reasonably permit if Horse becomes ill, is injured, or dies during or as a result of transportation, whether on or off the horse trailer. If I cannot be reached and Horse requires immediate medical attention, Trainer and its owners, members, employees, agents, and representatives, or any of them, are expressly authorized to take any measures reasonably necessary, in Trainer's sole discretion, to maintain the safety, welfare, and health of Horse. I shall be liable for any and all costs, expenses, and fees incurred as a result of care for Horse, and Trainer shall have no liability for such costs, expenses, or fees.

I agree that my execution of this agreement of release is binding upon me and/or my representative, and that Trainer, and its members, owners, employees, agents, trainers and representatives, or any of them, shall not be liable for any and all injury, damage, or harm to or the illness, loss, or death of Horse and/or my personal property. I agree to indemnify, defend, and hold harmless Trainer and its owners, employees, agents, trainers and representatives, or any of them, for any and all injury, damage, or harm to or the illness, loss, or death of Horse and/or my personal property, and for any and all injury, damage, harm, loss, or death caused by Horse and/or my personal property. This promise of indemnity includes attorneys' fees and costs incurred in defending against any claims by me(us).

I intend this agreement of release to be as broad and inclusive as permitted under Oregon law, and to continue in full force and effect unless and until terminated by me in writing. I FURTHER INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW. I agree that if any provision of this agreement is deemed to be unenforceable by a court of appropriate jurisdiction, then the remaining provisions of this agreement shall remain in full force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND KNOWINGLY, VOLUNTARILY AND EXPRESSLY CONSENT TO ITS TERMS.

Signature: _____

Date: _____