



Horsemanship

ME Horsemanship LLC
Horse Trainer/Riding Instructor
Maria N. Esparza
22816 S. Bonney Rd.
Colton, OR 97017
(503) 201-5663

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND IMDEMNITY AGREEMENT TO PARTICAPATE/TRAIN WITH MARIA N. ESPARZA, ME HORSEMANSHIP LLC

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF ME HORSEMANSHIP LLC; IT'S OWNER MARIA N. ESPARZA, EMPLOYEE AND AGENTS

I, fully understand that riding horses and related activities with horses such as; riding, and handling horses can be dangerous and can lead to injury or even death!

("THE RELEASEES").

I, _____ on behalf of myself or my minor child

_____ [Print First and Last Name] [Print Child's Name]

I Reside at _____ in _____, _____, _____. [Street Address] [City] [State] [Zip]

In consideration for allowing me (or my minor child) to handle and ride a horse by Maria Esparza, or using our own horse(s) and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, bolt, take off, crow hop, jump to the side, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance
3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Maria Esparza and or my own gear, hereinafter referred to as ME Horsemanship LLC.
4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** Maria N. Esparza, ME Horsemanship LLC, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** Maria N. Esparza, ME Horsemanship LLC, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse or my own horse(s) and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.

7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Oregon and is intended to be as broad and inclusive as is permitted by Oregon Law (RIDE AT YOUR OWN RISK, UNDER OREGON 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 code of Oregon 30.684), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Maria N. Esparza or ME Horsemanship LLC., its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Maria N. Esparza, ME Horsemanship LLC in defending such an action.
9. **State that I am not now pregnant** and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.
10. IT IS RECOMMENDED THAT MY CHILD AND ALL RIDERS WEAR PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY. I (and for my child) **decline to wear a helmet (please initial here):** _____.
11. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release Maria N. Esparza, ME Horsemanship LLC, It's owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse or my own horse(s). I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

[Date]

[Signature of "THE RELEASEE"]

******Cancellation Policy ME Horsemanship LLC******

Cancellations made less than 24 hours' notice will result in a fee of 100% of the reserved service price.

Cancellations made in advance will be applied without a penalty and can be rescheduled at no cost.

ME Horsemanship LLC does there best in accommodating everyone and working with your schedule too.

Cancellation fees will apply and we will require you to provide payment.

"No show" will likewise be charged 100% of the booked service price.

If your lesson was canceled by the trainer, you will need to reschedule your lesson to the next best day and time for the both of you at no extra cost.

The purpose of this cancellation policy is to enable us to inform our standby clients of any availability, keep our schedule filled, when you forget your appointment or fail to cancel with enough notice in advance, we miss out on an opportunity to work with others who need help with their horse or are committed in their training, and our standby clients miss the chance to receive our services thus providing better service for each one of our established and future clients.

******Payment Policy******

We require payment before your appointment/lesson. We ask that you pay in advance for the month, if you are taking weekly lessons. If you are taking bi-weekly lesson we ask that you before your appointment/lesson. If you are unable to pay in advance please contact ME Horsemanship LLC to discuss a better plan for you. Invoices will be emailed to you with your balance.

We accept cash, checks (make payable to Maria Esparza), Venmo, Zelle and Paypal.

Thank you, for viewing and supporting our cancellation terms and payment conditions. Please sign below.

Photo and Video Release Agreement

Please be advised that you agree and allow ME Horsemanship LLC (Maria N. Esparza) to take photographs or video of you (the Participant/Rider) for Marketing/Advertising the Program, and for educational purposes. These photographs or videos may be used in Social Media or appear online such as; ME Horsemanship Websites, Facebook, YouTube, Instagram, catalogs, and flyers etc. anything needed to help market ME Horsemanship LLC (Maria N. Esparza).

By signing this Agreement you are accepting the terms and allow ME Horsemanship LLC (Maria Esparza) to use your photograph(s) or video(s) as described.

Print Name of Rider: _____ Age _____

Print Name of Rider: _____ Age _____

[Date] [Signature]



ME Horsemanship LLC
Maria N. Esparza
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MEDICAL AUTHORIZATION FORM

In case of an emergency I, _____ do hereby authorize
Maria Esparza to seek and obtain medical care for my child(ren) or myself, in the event that my
 child(ren) or myself need(s) medical care.

1) Participant Last Name, _____ First Name _____ Date of Birth _____

2) Participant Last Name, _____ First Name _____ Date of Birth _____

I agree to be financially responsible for the cost of any medical care provided to my child(ren) or myself under this
 authorization.

My health insurance carrier is _____

Policy or certificate number is _____

(Emergency Contact#1) Last Name,	First Name	Phone #	Relation
_____	_____	_____	_____
_____ E-mail			

Address City, State, zip, _____

(Emergency Contact#2) Last Name,	First Name	Phone #	Relation
_____	_____	_____	_____
_____ E-mail			

Address City, State, zip _____

Any food Allergies ? Yes / No
 : _____

Any other Allergies? Yes / No
 : _____

Special Instructions ? Yes / No : _____

Signature _____ Date _____