



**RELEASE, WAIVER, HOLD HARMLESS, ASSUMPTION OF RISK, DEFEND, AND INDEMNIFY AGREEMENT FOR INFECTIOUS DISEASES INCLUDING COVID-19 RELATED LOSS**

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF ILLNESS, INJURY, OR DEATH (collectively “Loss”) ARISING OUT OF YOUR PRESENCE AT THE FACILITY (defined below) SPECIFICALLY RELATED TO COVID-19 OR ANY OF ITS MUTATIONS, FORMS, DERIVATIVES, OR OTHER INFECTIOUS DISEASES (collectively “COVID-19”).**

I, the undersigned, hereby enter into this Release, Waiver, Hold Harmless, Assumption of Risk, Defend, and Indemnify Agreement for Infectious Diseases Including COVID-19 Related Loss (this “**Agreement**”) in consideration of my, and my minor child if applicable (collectively “**Participant**”, “**I**”, “**me**” or “**my**”), ability and permission to access, utilize, occupy, visit, attend, or otherwise be present on Released Parties’ (defined below) property (the “**Facility**”) during and after the COVID-19 pandemic, for any reason, whether or not related to equines, equine activities or agri-tourism. This Agreement shall supersede any previous release, waiver, or hold harmless agreement previously executed between Participant and Released Parties (defined below).

- 1. Risk of Loss/Protective Measures/No Guarantee:** By signing this Agreement, I hereby acknowledge that I have familiarized myself with the risk of Loss accessing, utilizing, occupying, visiting, attending, or otherwise being at the Facility (collectively “**Using**”) for any reason and the current protective measures at the Facility intended to minimize my risk of exposure to COVID-19. I agree the protective measures are satisfactory and sufficient for me to accept and assume the risk of my COVID-19 exposure resulting from Using the Facility occupied by other individuals. I understand and agree that Released Parties (as defined below) cannot guarantee: (a) the protective measures can or will prevent my exposure to COVID-19; (b) will be complied with by all individuals at the Facility; or (c) that others will not act in a negligent manner that may contribute to my Loss or contraction of COVID-19. I agree to fully comply with all protective measures required by the Facility as they now exist or may be revised from time-to-time as posted on the property or available on [www.devonwoodec.com](http://www.devonwoodec.com). I accept full responsibility for my own safety and the sanitization of myself and personal property I contact at the Facility. If I am a parent or legal guardian of a minor individual, I consent to the minor Using the Facility and agree to remain responsible for the minor’s Loss and compliance with all required protective measures.
- 2. Medical Attention/Disclosure:** I understand and agree that engaging in equine activities or merely Using the Facility exposes me to inherent risks of personal injury that may require medical attention including, but not limited to, first aid and/or emergency medical care. I therefore consent to personal contact by Released Parties and/or medical personnel deemed necessary for providing for my care at the Facility and/or the hospital, even at the risk of my COVID-19 exposure. I agree to hold Released Parties harmless for such medical attention and any Loss directly or indirectly resulting therefrom. I agree that in the event I am diagnosed as infected with COVID-19, I authorize medical personnel to provide Released Parties information regarding my Loss and treatment for contact tracing or any other purpose.
- 3. Release/Hold Harmless/Defend/Indemnify:** I agree to release, hold harmless, defend, and indemnify Middleton Ventures, LLC, doing business as DevonWood Equestrian Centre, LLC, and each of their respective parent, affiliate and subsidiary companies, agents, successors, assigns, employees, volunteers, contractors, representatives, assistants, sponsors, members, managers, shareholders, officers, directors, owners, trustees, licensees, invitees, related entities, as well as any other person or entity acting on their behalf or in any manner connected with the ownership and management of the above listed parties (collectively “**Released Parties**” from and against any liability, attorney’s fees, costs, or other Loss I may incur arising out of or in any way connected with my exposure to or contraction of COVID-19 as a direct or indirect result of my Using the Facility whether by my negligence or the negligence or other wrong doing of **Released Parties** (other than gross negligence or recklessness). I acknowledge that I hereby waive on my behalf and on behalf of my heirs and assigns, and fully understand the effect of such waiver, all benefits flowing from any state statute that would otherwise limit the scope of this Agreement release, including, but not limited to **ORS 30.687-30.697** and **ORS 30.671-30.677**, which provides: “Under Oregon law, there is no liability for an injury to or the death of a participant in an agri-tourism activity conducted at this agri-tourism location if the injury or death results from the inherent risks of the agri-tourism activity. Inherent risks of agri-tourism activities are risks of injury inherent to land, equipment and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agri-tourism activity.”
- 4. Bound Parties/Governing Law/Jury/Expiration/Time Limit/Severability/Modification:** I understand and agree this Agreement is binding on my spouse, partner, family, minor child, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, and I agree to all the terms and conditions of this Agreement on my own behalf and on behalf of my minor for purposes of permitting our Using the Facility. For any claims or disputes (collectively “**Claims**”) relating to the interpretation or enforcement of this Agreement, I agree Oregon Law applies, must be resolved by the Washington County, Oregon State court, and I waive my right to a jury trial. I agree that this Agreement does not expire and that any surviving Claims must be brought within one (1) year of the date accrued. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Agreement can only be modified in writing signed by myself and DevonWood Equestrian Centre, LLC’s managing member, members, or designated representatives.

**BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION CONTAINED THEREIN. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS, UNDERSTAND AND AGREE THAT I HAVE OTHER FACILITIES TO CHOOSE FROM, AND AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT, APART FROM WHAT IS STATED IN THIS AGREEMENT, HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE.**

SIGNATURE OF PARTICIPANT: \_\_\_\_\_  
PARENT/LEGAL GUARDIAN IF UNDER AGE OF 18.

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

PARTICIPANT’S EMAIL: \_\_\_\_\_

NAME OF MINOR PARTICIPANT: \_\_\_\_\_

BIRTHDATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

RELATION TO PARTICIPANT: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_