



KIMBERLINN
farms

MEDICAL CONSENT AND EMERGENCY CONTACT FORM

I authorize and consent to Kimberlinn Farms, LLC's owners, shareholders, members, employees, trainers, agents, and representatives, or any of them, authorizing reasonable medical care on my behalf, including but not limited to medical or surgical diagnosis or treatment, x-ray examination, anesthesia, medication, and any other medical services that may be rendered under the general or specific instructions of any physician or hospital. I understand my authorization and consent is given in advance of any specific diagnosis or treatment that may be required, and to encourage the medical facility and its physicians and staff to exercise their best judgment as to the requirements of such diagnosis or treatment. I agree to pay all fees, costs, and charges that may be incurred in obtaining such diagnosis and treatment, including but not limited to physicians' fees, hospital charges, ambulance charges, medications, and other reasonably necessary fees and charges.

Date: _____

Participant (Print): _____ Participant's Age: _____

Signature: _____

(Parent/guardian's signature of Participant is under 18)

Parent/Guardian Name (Print): _____

Address: _____

Phone: _____

Emergency Contact (Print): _____

Phone: _____

Insurance Provider: _____

Name of Insured: _____

Insurance Group Number: _____

Insurance Policy Number: _____

Insured's Employer: _____

Participant's Primary Care Physician: _____

Phone: _____

DISCLOSURE OF THE FOLLOWING INFORMATION IS OPTIONAL:

Participant's Allergies, if any: _____

Participant's Medications, if any: _____

Participant's Known Medical Conditions, if any: _____



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WARNING, RELEASE, AND INDEMNITY AGREEMENT

I understand that horses are potentially dangerous animals, and can cause serious injury to me, including permanent injury and/or death, or damage to my property, including but not limited to my horse. I understand that any horse, regardless of its training and prior behavior, may act or react unpredictably at any time for any reason, and may bolt, spook, rear, buck, bite, kick, fall, strike out, stomp, trample, spin, fall on or 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 me, or damage to my property, including my horse. I understand that horse tack or other horse equipment can break, loosen, or otherwise fail, causing serious injury to me, including permanent injury and/or death, or damage to my property, including but not limited to my horse. I understand that any rider or handler of a horse may lose control of such horse at any time and for any reason, and that doing so may cause serious injury to me and my minor child, including permanent injury and/or death, or damage to my property, including my horse. I further understand that I am solely responsible for using proper safety equipment at all times while near, grooming, handling, lunging, and riding horses, including but not limited to wearing an ASTM-certified riding helmet and riding boots. I understand that the risks set forth in this paragraph and other similar risks are inherent to participation in any "equine activity" as defined by ORS § 30.687(2).

I understand there are potential hazards at an equine facility, including but not limited to uneven, slippery or rocky footing, open water, rodent holes, molehills, irrigation equipment, drainage and irrigation ditches, hoses, livestock, and electric fencing. I further understand and acknowledge that there may be animals, including but not limited to dogs, other horses, cows, insects, reptiles, deer, cougars, coyotes, and bears, present at or in close proximity to an equine facility that present a risk of serious harm, injury, illness, damage, disease, or death to me, my child, and my property, including my horse.

I acknowledge Kimberlinn Farms, LLC ("Kimberlinn") has provided me with a copy of Oregon's equine inherent risk laws, ORS §§ 30.687 - 30.697, and that I have read and understand these laws. I further acknowledge Kimberlinn has posted these laws in the barn. The equine facility at which Kimberlinn operates, including but not limited to the barns, arenas, outbuildings, paddocks, pastures, driveways, creek, and surrounding acreage at both facilities, are referred to collectively herein as "Stable."

I understand that Stable is an "equine activity sponsor" as defined by ORS § 30.687(3). I understand that Tracey Whelan and any employees of Kimberlinn operating at Stable (collectively referred to herein as "Kimberlinn Trainers") are each "equine professionals" as defined by ORS § 30.687(4). I understand that horse training, horseback riding instruction, exhibition in horse shows, and all activities and services related thereto provided by Kimberlinn Trainers each constitute an "equine activity" as defined by ORS § 30.687(2). I understand that by directly engaging in any such equine activity, I am a "participant" in an equine activity as defined by ORS § 30.687(5).

I UNDERSTAND THAT BY MY PRESENCE AT STABLE, I HAVE INDICATED I ACCEPT OREGON'S EQUINE INHERENT RISK LAWS' LIMITS OF LIABILITY RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. I UNDERSTAND THAT STABLE IS NOT A SPECTATOR AREA, AND BY MY PRESENCE AT STABLE, I WILL BE REGARDED AS A PARTICIPANT IN AN EQUINE ACTIVITY AND LIMITED BY OREGON'S EQUINE INHERENT RISK LAWS.

I UNDERSTAND THAT AS A CONDITION OF MY PRESENCE AT OR USE OF STABLE, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ANY AND ALL RISK RESULTING THEREFROM, INCLUDING BUT NOT LIMITED TO ALL INHERENT RISKS. I UNDERSTAND THAT AS A CONDITION OF MY PARTICIPATION IN ANY EQUINE ACTIVITY SPONSORED BY STABLE OR KIMBERLINN OR PROVIDED BY KIMBERLINN TRAINERS, INCLUDING BUT NOT LIMITED TO HORSE BOARDING, RIDING, TRAINING, DRIVING, HANDLING, OR GROOMING, AND RIDING AS A PASSENGER UPON AN EQUINE, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ANY AND ALL RISK RESULTING THEREFROM, INCLUDING BUT NOT LIMITED TO ALL INHERENT RISKS.

I AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT, AND THAT OF MY REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM TRACEY WHELAN, KIMBERLINN, AND KIMBERLINN TRAINERS AND THEIR OWNERS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OR ANY OF THEM, AND FROM ANY AND ALL OWNERS OF HORSES AT STABLE, FOR ANY INJURY TO ME OR MY DEATH, OR DAMAGE TO MY PROPERTY, INCLUDING MY HORSE, RESULTING FROM OR ARISING OUT OF MY PARTICIPATION IN ANY EQUINE ACTIVITY PROVIDED BY KIMBERLINN TRAINERS, INCLUDING BUT NOT LIMITED TO HORSE BOARDING, RIDING, TRAINING, DRIVING, HANDLING, OR GROOMING, AND RIDING AS A PASSENGER UPON AN EQUINE. HEREINAFTER, ALL OF THE RELEASED PARTIES NAMED HEREIN ARE COLLECTIVELY REFERED TO AS THE "RELEASED PARTIES." THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE, AND EXCLUDES CLAIMS BASED UPON GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT.

I AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT, AND THAT OF MY REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM THE RELEASED PARTIES FOR ANY INJURY TO ME OR MY DEATH, INJURY TO OR DEATH OF MY MINOR CHILD, OR DAMAGE TO MY PROPERTY, INCLUDING MY HORSE, RESULTING FROM OR ARISING OUT OF MY PRESENCE AT OR USE OF STABLE. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE, , AND EXCLUDES CLAIMS BASED UPON GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM GIVING UP CERTAIN LEGAL RIGHTS THAT I MIGHT OTHERWISE HAVE IF I DID NOT SIGN THIS AGREEMENT OF RELEASE, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASED PARTIES FOR ANY INJURY TO ME OR MY MINOR CHILD, MY DEATH OR THE DEATH OF MY MINOR CHILD, OR DAMAGE TO MY PROPERTY, INCLUDING MY HORSE. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED AND HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

I agree that my execution of this agreement of release is binding upon me and/or my representative, and the Released Parties shall not be liable for my injury and/or death, my minor child's injury and/or death, or damage to my property, including my horse.

I agree to indemnify, defend, and hold harmless the Released Parties for any and all injuries that I or my child suffers, including death, and damage to my property, including my horse, caused by, resulting from, or arising out of my or my minor child's participation in any equine activity sponsored by Stable or Kimberlinn, or provided by Kimberlinn Trainers, including but not limited to horse boarding, riding, training, driving, handling, or grooming, and riding as a passenger upon an equine, or my or my minor child's presence at or use of Stable. This promise of indemnity includes attorneys' fees and costs incurred by the Released Parties in defending against any claims by me, or my personal representative, guardian, or heirs.

I intend this Agreement to be as broad and inclusive as permitted under Oregon law. 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. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Date: _____

Participant (Print): _____ Participant's Age: _____

Participant's Signature: _____

Address: _____

Phone (H): _____ Phone (W): _____

Phone (C): _____ Email: _____

BOTH PARENTS/GUARDIANS MUST SIGN IF PARTICIPANT IS UNDER 18

Signature: _____

(If applicable)

Signature: _____

(If applicable)

Parent/Guardian: _____

(If applicable)

Parent/Guardian: _____

(If applicable)

Address: _____

Address: _____

Phone (H): _____

Phone (C): _____

Phone (W): _____

Email: _____

Phone (H): _____

Phone (C): _____

Phone (W): _____

Email: _____