



Douglas County Fairgrounds Complex
 2110 SW Frear Street
 Roseburg, OR 97471
 541-957-7010
www.douglasfairgrounds.com

**User Liability Release/Waiver and Indemnity Agreement
 (Adult User Form)**

User Name and Address	Phone Number & Email

Throughout this document, “I” refers to the person who will use the Douglas County Fairgrounds riding arena (referred to hereafter as “the riding arena”), whose name is printed above.

I acknowledge and agree that by entering into this Douglas County Fairgrounds Liability Release/Waiver and Indemnity Agreement (referred to hereafter as “this Agreement”), I give up certain legal rights, including the right to sue for and recover damages in the event of personal injury (including death) or property damage or loss arising from my use of the riding arena. My signature on page 2 of this document indicates that I understand and agree to all of the terms and conditions of this Agreement.

Acknowledgment that equine activities are inherently dangerous: I acknowledge that horses are large, unpredictable animals that can be dangerous no matter how well-trained they may be, how much skill and experience their riders or handlers may have, and how safe the riding environment may seem to be. Dangers include but are not limited to the possibility that a horse, for any of a variety of reasons, including reaction to external stimuli or loss of footing, may unexpectedly bite, kick, stomp, stumble, trip, fall, rear, buck, jump, or run, potentially causing a variety of injuries to its rider, handler, or others. Injuries can range from minor cuts, scrapes, or bruises to bone fractures, traumatic brain injury, paralysis, or death. I agree and understand that the risks inherent in equine activities cannot be eliminated and that by participating in such activities, I voluntarily expose myself to such risks and their potentially serious consequences.

Oregon Equine Activities Act: I acknowledge that users of the riding arena are subject to the provisions of the Oregon Equine Activities Act, ORS 30.687-30.697, which substantially limit the liability of providers of facilities used for equine activities. I understand and acknowledge that these statutory liability limitations apply to equine activities (as defined by ORS 30.687) at the riding arena.

Personal responsibility for safety, personal injury, and property damage or loss: I acknowledge and accept that activities at the riding arena and surrounding area are not supervised or monitored by Fairgrounds personnel. I agree to act responsibly and safely at all times while using the riding arena and to exercise caution for the safety of others who may be present. I agree that I will be financially responsible for any injury to persons or damage to or loss of property that may result from my use of the riding arena.

Personal responsibility for medical costs: I acknowledge and agree that the Douglas County Fairgrounds does not provide accident or healthcare insurance for riding arena users, and that I will be financially responsible for any and all medical costs that may be incurred as a result of my use of the riding arena.

Responsibility for ensuring that this Agreement is signed by all persons using the riding arena: I agree to ensure that anyone whom I invite or allow to use the riding arena has completed, signed, and provided to Fairgrounds

personnel a copy of this Agreement, and that failure to do so shall constitute a breach of this Agreement for which I shall be liable.

Release of liability: In consideration of being allowed to use the riding arena, and to the fullest extent allowed by applicable law, I agree, on my own behalf and on behalf of my estate, personal representative(s), heirs, successors, and assigns, to release and hold harmless the Douglas County Fair Board, Douglas County, and their respective officers, employees, and agents from any and all claims of liability for personal injury (including death or disability) or property damage or loss that may arise from my use of the riding arena.

Indemnity: In addition to agreeing to release them from liability, I agree to indemnify, defend, and hold harmless the Douglas County Fair Board, Douglas County, and their respective officers, employees, and agents from and against any and all claims, demands, costs (including reasonable attorneys' fees and litigation expenses), or judgments against any of them that may arise from my use of the riding arena or from my breach of this Agreement.

Savings clause: I acknowledge and agree that if any provisions of this Agreement are held by a court of competent jurisdiction to be unenforceable, all other provisions are to remain effective.

Governing law and venue: This Agreement shall be governed by the laws of Oregon, and venue shall be in Douglas County Circuit Court.

Arena user signature

Date

Users of the riding arena are strongly encouraged to use well-maintained, properly fitted tack and personal safety equipment, including riding helmets.

Open Riding Rules

1. Reasonable control of your animal must be exhibited at all times. There is to be no horses turned loose and left unattended. If your animal has a behavioral problem, they should be clearly marked.
2. Children are permitted inside the Arena at Owner's sole risk, but in no event are to not be left unattended. Please keep all children away from other peoples horses unless permission has been given otherwise.
3. Please clean up all manure left by your horse in the arena aisles as well as on the way to and from any of the arenas.
4. Please use common sense and courtesy toward others when using facility. Any unruly behavior, disorderly conduct, or use of threatening or harassing language to patrons or personnel may be grounds for termination of open riding privileges.
5. Any issues with other facility users need to be brought to the attention of Fairgrounds staff or management, so that it can be handled appropriately.
6. No unloading horses by the Fairgrounds Main (front) Gate or the North and West sides of the Pavilion. In-hand or horses under saddle may enter and/or exit the Fairgrounds via the walk-thru gate by the River Arena **only**.
7. We ask that the Arena's be self-policed and that all persons using the Arena respect the other persons. No unleashed dogs allowed, no smoking, please pick up your horse manure and trailer debris in the Parking Lot before leaving.
8. No horses allowed in any park area or on any grass area around buildings.
9. COVID-19 Rules must be followed at all times.
10. User to pay \$150.00 for annual pass or \$20 per month for open riding privileges per person, including minors (does not include lights & is non-refundable). All open riders must sign User Liability Release.

All rules will be strictly enforced, for any questions on these rules please contact the Fairgrounds Office Monday – Friday 8:00am to 4:30pm or by phone 541-440-4425.

READ, UNDERSTOOD AND AGREED:

User Signature

Print User Name

Date _____