

MALHEUR COUNTY FAIRGROUNDS

795 NW 9TH Street
Ontario, Oregon 97914
(541) 889-3431; fair@malheurco.org

*Agreement, Parental Consent, Release and Waiver of Liability, Assumption of Risk
and Indemnity Agreement*

User Name(s) _____

Parent/Guardian Names if any User is under Age of 18 _____

Address _____

Email Address _____

Telephone _____ Alternate Phone _____

Please read carefully before signing. The Malheur County Fairgrounds does not guarantee your safety or that of your horse.

1. Use of the arenas at the Malheur County Fairgrounds is a privilege granted subject to obeying the rules (which are attached) and executing this Agreement, which includes a release and waiver of liability.
2. There is no charge for use of the fairgrounds under this Agreement because Malheur County wishes to protect itself from liability under ORS 105.672 et seq – recreational immunity statutes.
3. For purposes of this Agreement, the arenas and fairgrounds are an equine facility. Your activities are subject to the Equine Inherent Risk Law. ORS 30.687-30.697. By your presence on the fairgrounds you have indicated that you have accepted the limits of liability resulting from inherent risks and dangers of equine activities. Under Oregon law, no person shall be liable for damages sustained by another as a result of risks inherent in equine activity, in so far as those risks are, or should be reasonably obvious, expected or necessary to the person injured. ORS 30.687.

4. *Release and Waiver.* I agree to release Malheur County, its County Court, Commissioners, Fair Board, officers, directors, managers, employees, agents, insurers and all related entities of Malheur County (collectively “Releasees”), from any and all claims, liabilities, demands, suits, or causes of action whether actual or potential, known or unknown, which arise out of or in any way relate to my use and presence on the Malheur County Fairgrounds. My release contemplates and includes any claims and remedies available under state, federal or local law or authority, including attorney fees and costs. It is expressly understood that this release is intended to cover and does cover not only all known losses and damages, but any further losses or damages not now known or anticipated, but which may later develop or be discovered, including all the effects and consequences. This is a release from any and all actions, claims, or demands by me, and my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives that they may now have or may have in the future for injury, death, property damage, related to (i) my presence and use of the fairgrounds, (ii) the negligence or other acts, whether directly or indirectly connected to my use and presence on the fairgrounds, and however caused by any Releasee, or (iii) condition of the fairground premises. Neither me nor my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will make claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by this Agreement and release/waiver of liability.

5. *Assume Risk.* I acknowledge on behalf of myself (and minor children, if signing as a parent/guardian) that I am qualified to use the fairgrounds and arenas. If at any time I find anything unsafe, I (and my minor children) will immediately leave the fairgrounds. I acknowledge that use of the fairgrounds for equine activities is dangerous and involves risk of serious injury, death or property damage. I assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to my use of and presence on the fairgrounds whether caused by, including but not limited to, the negligence of others, act or failure of others, equipment failure or condition, condition of fairgrounds or the condition of any improvement/fixture on the fairgrounds.

6. *Indemnity.* I agree to indemnify, save and hold harmless the Releasees and each of them from any loss, liability or damage I may incur (or that my minor children incur) arising out of or related to my (or my minor child’s) injury or death, whether caused by, including but not limited to, the negligence of others, act or failure of others, equipment failure or condition, condition of fairgrounds or the condition any improvement/fixture on the fairgrounds.

7. This Agreement, Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. The fair manager may terminate this agreement at any time and for any reason. If terminated I (and minor children) will immediately vacate the fairgrounds.
9. I have read this Agreement, Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, understand its terms and freely and voluntarily accept it for the purpose of making a full, final, unconditional and complete release of any and all claims arising, in whatever legal form or theory that may be asserted, in any jurisdiction. I understand I have given up substantial rights by signing below.

Date: _____

Signed User(s): _____
Print Name(s): _____

Signature of Parent/Guardian if User(s) under age 18 _____

Print Name of Parent/Guardian _____