

# RELEASE OF LIABILITY AND AGREEMENT TO ARBITRATE

(READ CAREFULLY)

(Please Print Information) ALL BLANKS MUST BE FILLED IN.

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Parent(s) or Guardian(s): \_\_\_\_\_  
Emergency Contact (name and phone number): \_\_\_\_\_

Client/Participant    Parent/Guardian    Volunteer    Visitor (or one time event/ride)

Would you like to be added to our email mailing list?

Yes!       No

*If completing and signing this form on behalf of a minor or legal ward (referred to herein as a “Minor Participant/Ward”), please check this box:*

I acknowledge that FORWARD STRIDE is willing to allow me to engage in activities on FORWARD STRIDE’s premises, including, but not limited to equine activities. Such activities may include the riding, dressing, handling of horses, and other horse/equine activities, work to build/ improve upon new or existing buildings, grounds maintenance, and interaction with FORWARD STRIDE employees, volunteers, interns, clients, and other guests while on FORWARD STRIDE’s premises (the “Activities”). I would like to participate in these Activities. In exchange for FORWARD STRIDE allowing me to engage in these Activities, I agree to all of the terms and conditions set forth in this Release of Liability and Agreement to Arbitrate and all addenda hereto (the “Agreement”).

## **1. Acknowledgment of Risk.**

I understand that there are risks and dangers inherent with my engagement in the Activities, including but not limited to possible property damage, personal injury or death. I understand that there are specific risks and dangers inherent with my engagement in activities that include, but are not limited to, personal injury arising out of and/or related to equine biting, kicking, rearing, striking, bucking, bolting, falling, equipment failure, and other unpredictable animal behaviors or on site dangers. **I further understand that, in addition to all of those inherent risks and dangers, there is a pandemic known as the novel coronavirus disease (“COVID-19”) that may be transmitted by in-person interaction with other people or animals and by contact with surfaces where the novel coronavirus (“Novel Coronavirus”) could be present or by contact with airborne Novel Coronavirus particles. I understand that FORWARD STRIDE cannot guarantee that its animals (or any animals on its premises), employees, volunteers, interns, clients, and other guests are not carrying the Novel Coronavirus or experiencing any disease that it may cause, including but not limited to COVID-19. Further, I understand that FORWARD STRIDE cannot guarantee that surfaces located on its premises are free of the Novel Coronavirus. I understand that there are risks and dangers from my engagement in the Activities that include exposure to the Novel Coronavirus and/or COVID-19 and that such exposure could result in personal injury or death.**

**2. Assumption of Risk.**

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE INHERENT RISKS AND DANGER INVOLVED, AS WELL AS THE SPECIFIC RISKS AND DANGERS POSED BY THE NOVEL CORONAVIRUS, AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF OTHERS OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW.

**3. Medical Treatment.**

I hereby give consent and authority to FORWARD STRIDE to obtain medical treatment on my behalf or on behalf of the Minor Participant/Ward, if I or the Minor Participant/Ward are injured or require medical attention during participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless FORWARD STRIDE from any claim whatsoever in connection with such treatment or other medical services. In the event FORWARD STRIDE incurs costs related to or arising out of medical treatment on my behalf or on behalf of the Minor Participant/Ward, I understand that I am 100% responsible for reimbursing FORWARD STRIDE for all such costs in full.

I have a “**DO NOT RESUSCITATE**” order. Note: FORWARD STRIDE will call 911 and WILL NOT perform CPR.

**4. Waiver and Release of All Claims.**

I hereby expressly waive and release any and all claims, whether known now or in the future, against FORWARD STRIDE, and its officers, directors, employees, volunteers, agents, affiliates, interns, successors, and assigns (collectively, “**Releasees**”), on account of injury, illness, death, or property damage arising out of or attributable to my engagement in the Activities, INCLUDING CLAIMS ARISING OUT OF THE NEGLIGENCE OF FORWARD STRIDE, ITS OWNERS, EMPLOYEES, VOLUNTEERS, INTERNS, AGENTS AND OTHER CLIENTS OF FORWARD STRIDE. I promise not to make or bring any claim for bodily injury or property damage against FORWARD STRIDE or any other Releasees and forever release and discharge FORWARD STRIDE and all other Releasees from liability under such claims.

**5. Indemnity.**

I agree to and shall defend, indemnify, and hold harmless FORWARD STRIDE and any other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Activities.

**6. Confidentiality and Privacy Policy.**

I understand that privacy is a significant concern and a sensitive issue for FORWARD STRIDE's clients and their families. I understand that solicitation of FORWARD STRIDE's clients in any form is not permitted. I shall keep confidential all medical, social, referral, personal, and financial information regarding all FORWARD STRIDE clients, employees, volunteers, interns, and their families indefinitely.

**7. Multi-Media Use.**

I understand that opportunities may arise for FORWARD STRIDE to spotlight participants in its marketing publications and that FORWARD STRIDE may also be contacted by media or news outlets to do stories about specific programs, classes, or activities. When these opportunities occur, the publications may include images (scanned photograph, digital photograph, video) or information regarding the participant's participation in the program or activity being spotlighted.

- I do agree
- I do not agree

that images of me or my Minor Participant/Ward may be used for promotional purposes by FORWARD STRIDE, but will not be used by other organizations without additional written consent.

**8. Entire Agreement.**

This Agreement constitutes the sole and entire agreement between FORWARD STRIDE and me with respect to FORWARD STRIDE's liability to me or the Minor Participant/Ward (if parent(s)/legal guardian(s) signed on behalf of minor child or legal ward) for injury, illness, death, or property damage.

**9. Enforceability.**

If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. I understand that this Agreement shall be binding upon me, my heirs, executors, successors, and beneficiaries.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule.

**10. Dispute Resolution.**

**Any dispute, controversy, or claim arising out of or related to this Agreement or the use of FORWARD STRIDE's property shall be submitted to and decided by binding arbitration. I agree to pay 50% of any costs related to such arbitration and agree that each party to the arbitration shall bear its**

own attorney fees related to such arbitration. I agree that the maximum amount that any arbitrator shall have power to award is \$5,000 and only for the compensation of bodily injury or property damage.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FORWARD STRIDE AND ALL OTHER RELEASEES.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Parent or Legal Guardian signature required if participant is under age 18 years)

**PARENT OR LEGAL GUARDIAN’S AUTHORIZATION FOR  
CONSENT TO AGREEMENT, AGREEMENT TO INDEMNIFY, AND  
AGREEMENT TO ARBITRATE**

I am the parent or legal guardian of the Minor Participant/Ward named below and I do hereby grant permission Minor Participant/Ward to perform, participate, and engage in the Activities.

**By my signature below, I hereby acknowledge that I have read, understand, and consent to this Agreement. BY SIGNING, I UNDERSTAND THAT I AM AGREEING TO BE BOUND BY ALL PROVISIONS OF THE AGREEMENT, INCLUDING THE PROMISE TO INDEMNIFY FORWARD STRIDE AND ALL OTHER RELEASEES AS INDICATED IN PARAGRAPH 5 OF THE AGREEMENT AND THE AGREEMENT TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION AS INDICATED IN PARAGRAPH 10 OF THE AGREEMENT.**

Minor Participant/Ward Name: \_\_\_\_\_  
Parent or Legal Guardian Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AGREEMENT TO PROTECT AGAINST SPREAD OF COVID-19**

**(Please Print Information) ALL BLANKS MUST BE FILLED IN.**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_ **Age:** \_\_\_\_\_

I, \_\_\_\_\_, understand that it is my responsibility to take measures to prevent and reduce the spread of the novel coronavirus (“COVID-19”) while engaging in activities on Forward Stride’s premises. In exchange for Forward Stride authorizing me to engage in activities on premises it owns or leases, I agree to follow current protocols set forth by Forward Stride to encourage social distancing and reduce transmission risks. I understand these protocols may change and will read/listen to the updates provided to me via email and/or in person instruction.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Parent of Legal Guardian signature required if participant is under age 18 years)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Parent of Legal Guardian signature required if participant is under age 18 years)