

Milk Creek Ranch LLC.

- **VISITATION, PARTICIPATION AGREEMENT** (the "Agreement"):

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT CONTAINS LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. STATEMENTS BY THE UNDERSIGNED ARE RECITALS UNDER ORS 42.300.

RELEASED PARTIES INCLUDE: Milk Creek Ranch LLC, its agents, owners, officers, volunteers, participants, employees, landlords and property owners and all other persons or entities acting in any capacity on their behalf.

RELEASING PARTIES INCLUDE: The undersigned participant and minor(s) listed in the Agreement, participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

AGREEMENT – READ BEFORE SIGNING

IN CONSIDERATION OF Milk Creek Ranch LLC's SERVICES: I hereby agree to release and discharge Milk Creek Ranch LLC, on behalf of myself, my heirs, assigns, personal representatives, my estate and any other person listed in this Agreement (cumulatively "participant", "I", "myself"), and as follows:

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INSTRUCTION, JURISDICTION, VENUE: I understand that by my presence on Milk Creek Ranch's premises, I may engage in activities or utilize the premises in a way that may involve inherent risks that are beyond the control of Milk Creek Ranch. Milk Creek Ranch has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to persons is present. Activities may include, but are not limited to, physical activity, walking/running, group games, crafts, sports, general recreation, general use of grounds including the creek, petting or working with livestock to include but not limited to horses, dogs, cats, cows & goats. By signing below, I hereby give consent for the below mentioned participants to use the grounds and activities. (2) I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or possible death, or damage to myself, to property, or to third parties. (3) I expressly agree and promise to accept and assume all the risks existing in Milk Creek Ranch LLC's activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Milk Creek Ranch LLC. My participation in all Milk Creek Ranch LLC's activities is purely voluntary and I elect to participate in spite of the risks. (4) I agree to acknowledge all of Milk Creek Ranch LLC's rules and regulations pertaining to any and all activities (equine or otherwise) occurring on or off of Milk Creek Ranch's property. I agree to and I am responsible for wearing protective gear appropriate for said activities to ensure my safety while engaging in same. (5) I understand that protective gear includes, but is not limited to, protective footwear and headgear. I agree that Milk Creek Ranch LLC has fully warned and advised me that protective equine headgear that meets or exceeds the

quality standards of the SEI certified ASTM standard F1163 equestrian helmet should be worn while riding or training horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death. I am not relying on Milk Creek Ranch LLC to provide a certified equestrian helmet for me, to check any headgear or equestrian helmet that I may wear, to check any headgear strap or equestrian helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. (6) I understand the risks, conditions, and dangers inherent in all Milk Creek Ranch LLC's activities, including equine activities. I agree to assume any and all risks involved in my use of or presence upon Milk Creek Ranch LLC's property and facilities while engaging in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, the ordinary negligence of another person or Milk Creek Ranch LLC, and the deliberate acts of another person. I understand that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, spinning around, changing direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above. (7) I agree that Milk Creek Ranch LLC is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples include: thunder, lightning, rain, wind; wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have asked or waived my right to inspect Milk Creek Ranch LLC's facilities and am satisfied that all premise conditions are reasonably safe for my intended purpose, usage and presence upon Milk Creek Ranch LLC's premises. (8) I agree to stay out of all paddocks, corrals, tack-rooms, offices, and non-office related buildings, while waiting for horse related or other activities or while waiting for a participant of such activities. (9) I acknowledge that saddle girths (the fastener straps around a horse's belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse. (10) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Milk Creek Ranch LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of Milk Creek Ranch LLC's equipment or facilities, including any such claims which allege negligent acts or omissions by Milk Creek Ranch LLC but not grossly negligent or intentional. (11) I agree not to sue or initiate any legal action (whether in court or in arbitration) against Milk Creek Ranch LLC or any present or future owners, officers, members, managers, agents, employees and representatives of Milk Creek Ranch LLC, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury or damage to the maximum extent permitted by law. (12) I certify that I have adequate insurance to cover any injury I may suffer while participating, or otherwise agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this

activity, or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. It is recommended that I visit with a physician to ensure that these physical activities do not pose an unacceptable health risk. (13) I understand that in this Agreement the terms "horse" and "equine" mean all equine species, including, but not limited to, horses, ponies, mules, donkeys, and foals (14) I understand that this Agreement is in addition to, and not in lieu of, Oregon Revised Statutes 30.687 to 30.697 (Actions Arising Out of Equine Activities).

MISCELLANEOUS: (24) I agree these releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. (25) Should Milk Creek Ranch LLC or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. (26) I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Oregon, without regard to its conflict of law rules. (27) If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. (28) I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Clackamas County, Oregon. I consent and submit to the jurisdiction of any local, state, or federal court located in Clackamas County, Oregon. Not a contract of employment: I understand and agree that any activities or tasks performed by me are strictly voluntary and are not in any way subject to not give rise to an employment relationship. I agree to save and hold harmless and indemnify each and all the parties previously referred to in this document, including without limitation Milk Creek Ranch LLC, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in or the lack of the minor('s/s') capacity, to act in accordance with this Agreement, and I release Milk Creek Ranch LLC and said parties on behalf of the minor(s) and the minor('s/s') parents or legal guardian of said minor(s). (29) I have carefully read this consent form, have been given the opportunity to ask questions and fully understand its contents. No representations, statements, or inducements, oral or written, apart from this form, have been made, except for those made by me in Milk Creek Ranch LLC's participation agreement (which is incorporated herein by this reference). My agreements to the provisions in this form are voluntary. I agree my releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors.

- *Milk Creek Ranch LLC 25500 S Highway 213 Mulino, OR. 97042 ("premises", "property")*

Name (Please Print)

Signature Date

Parental/Guardian permission for release (if under 18 years of age)

Name (Please Print)

Signature Date