



MYSTIC
PASO FINO
RANCH

Horse Leasing
Agreement

This Horse Leasing Agreement (this “Agreement”) is entered into as of _____ between Ron and Jackie Decker (“You”) and _____ (“Participant or I”). All persons (“Participants”) who ride horses or otherwise use the facilities at Mystic Paso Fino Ranch (the " Ranch") are, in addition to the terms and conditions of this Agreement, Participants of Ranch Activities and subject to the Ranch Rules attached to this Agreement, as they are modified from time to time.

1. RELEASE AND WAIVER REQUIRED. All Participants and guests to the Ranch property must first sign in with management and execute and deliver a release and waiver.

(a) Inherent Risks Around Horses. The Participant acknowledges the inherent risks which are involved in riding and working around horses. These risks may include, but are not limited to, damage to personal property, illness, bodily injury, trauma or death resulting from a fall or while riding or being in close proximity to horses. The Participant further understands that horses can and do injure themselves on fences and other objects found on the ranch and by fighting with other horses and that both horse and rider can be injured in the normal course of event while hacking, schooling or competing. The Participant accepts the danger involved to the Participant and her/his horse and assumes any and all risks of **INJURY, THEFT, LOSS OR DEATH** that may result from Participant boarding his/her horse in your facility or riding on your property or that of your neighbors who permit the Participant to ride on their property.

(b) Release and Agreement to Indemnify. Knowing this facts, the Participant agrees to indemnify, waive, defend, release, discharge and hold harmless Ron and Jackie Decker (owners of Mystic Paso Fino Ranch), and its employees and all other persons and organizations in any way connected with the events, property, riding activities, lessons or any other related activity and each of them (collectively “You”) from all actions and any and all right, claim or liability for injury or damages which may occur to me or to any person that Participant permits to handle Participant’s horse or your horses, and from any and all claims or demands Participant, or people Participant permits to handle Participant’s horse or your horses, or any of Participant’s or such persons’ heirs, distributees, guardians, legal representatives or assigns (collectively “Me”) now have or may hereafter have for injury or damage resulting from Participant’s lessons, or use of your horses, facilities or equipment while on the premises of Ranch or trails, arenas, fairgrounds, or other equine activities accessible directly or by trailer from the Ranch. Participant further agrees to pay any legal fees You incur in defense of a claim by Me arising out of such activities.

(c) Subject to Equine Inherent Risk Law. The Participant acknowledges that Mystic Paso Fino Ranch is an equine facility and all activities on its grounds and the surrounding area are subject to the Equine Inherent Risk Law Oregon Revised Statutes 30.689. By Participant’s presence on Mystic Paso Fino Ranch Participant has indicted that Participant has accepted the limits of liability resulting from inherent risks of equine activities. This is not a spectator area. All persons in this area will be regarded as participants and limited by the Inherent Risk Law.

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2. **LEASING TERMS.** I am a Participant and I hereby agree to lease the Mystic Ranch Paso Fino mare/gelding _____ (“Horse Name”) from you on the following terms and conditions:

- (a) Month to Month Lease. The lease is month to month and you or I may terminate the lease at the end of any month.
- (b) Leasing Fee. I will pay you \$225 a month for the lease of Horse Name, payable at the beginning of the month.
- (c) Standard of Care. During the period that I am leasing Horse Name, I will be responsible for its care, grooming and affection. Horse Name’s vet is Dr. William Ferguson (541-826-9001) and its farrier is Don Horner (541-951-3157). We will notify each other of any scheduled services. I will pay the costs of having its hooves trimmed every 6-8 weeks and twice annual inoculations and worming by the vet. You agree to pay the cost of any extraordinary vet care for Horse Name during my lease unless injury was caused by my negligence.
- (d) Use of Your Supplies. I may use your cleaning supplies, feed and tack in my care and use of Horse Name until I acquire my own and agree that I am responsible for inspecting and verifying the condition of such equipment and tack prior to its use and for cleaning and taking appropriate care of the items that I use and ensuring that the tack shed doors and area gates are securely locked prior to leaving.
- (e) Boarding at Ranch. I agree that Horse Name will continue to be boarded at the Ranch and that I may not remove it from the Ranch except for a ride outside the pasture which I take at my own risk. While leasing Horse Name, I agree to abide by the Ranch Rules affixed to this Horse Lease Agreement and posted on the Ranch Bulletin Board.
- (f) Natural Horsemanship. I agree to use natural horsemanship principles when I work with and ride Horse Name or any of your other horses.
- (g) Halters. I will leave a halter and lead line for Horse Name on the paddock so that it can be moved in an emergency. I will not leave a halter on Horse Name while it is in your stall, pasture or paddocks.
- (h) Cleanup and Latching Gates. If I use your round pen, I will pick up and dispose of any manure in the round pen at the end of the session. Similarly, if Horse Name drops manure at the tie-bars or wash rack, I will pick up and dispose of the manure. I will shut and latch all gates when entering and leaving the paddocks, pasture or your facility to prevent other horses from entering or leaving such areas.
- (i) Riding off of Ranch. I may ride Horse Name inside and outside your property, but I understand and accept the greater inherent risk of riding a horse along side roads and fast moving vehicles and upon trails that are rocky, have cracked ground and are steep and potentially dangerous and where I will encounter wildlife that might startle the horse.
- (j) Reserved Rights. I understand and agree that you (and your friends and family) reserve the right to ride Horse Name and you agree to let me know when you intend to do so, preferably in advance, so that we can try to avoid scheduling conflicts.
- (k) Rights to Allow Others To Ride. I may also allow others to work with and ride Horse Name, but you can review their skill first, and I will be responsible for their care and handling of Horse Name and any injuries or damage that they may sustain or cause while using your horses.
- (l) Personal Liability. I will be financially responsible for the death or fatal injury of Horse Name and/or associated Vet Bills if such death or injury is caused by my negligence. I agree to pay all collection and legal fees should I fail to pay for services, supplies, and/or damages incurred by my actions.

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IN WITNESS WHEREOF, and in consideration of the above mutual promises and commitments made to each other, this Agreement is entered into as of _____.

Participant Name: _____

Participant Home Address: _____

Participant Signature: _____

Parent Signature: _____
(If Participant is under 18)

Home Number: _____ Work Number: _____

Cell Number: _____ Fax Number: _____

Email: _____ Pager Number: _____

Emergency Contacts:

Other Contact _____ Contact Number: _____

MYSTIC PASO FINO RANCH

Ron or Jackie Decker

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