

CORRAL CREEK STABLES, LLC

EXHIBIT E

HAULING AND RELEASE AGREEMENT

Horse's Name: _____

Owner/Lessee/Agent Name(s): _____

Address: _____

Phone (H): _____ Phone (W): _____ Phone (C): _____

In case of emergency while hauling, please notify:

Name: _____

Address: _____

Phone (H): _____ Phone (W): _____ Phone (C): _____

I(We) warrant that I(we) am(are) the lawful owner(s), lessee(s), or agent(s) of the lawful owner(s) or lessee(s) of the horse ("Horse") identified above.

I(We) understand and acknowledge that transporting horses presents potential risks to their safety, health and well-being, including but not limited to injury or death resulting from motor vehicle accidents; injury or death from slipping, falling, kicking, or colliding with objects or horses within the horse trailer, and while loading into or unloading from the horse trailer; respiratory infection and/or illness; colic; and other potentially permanent injury, illness, damage, or death. I further understand and acknowledge that transporting my personal property presents risk of damage and or loss. I(We) further understand and acknowledge that Corral Creek Stables, LLC ("Stable") strongly recommends that I(we) obtain insurance for Horse and my personal property covering losses caused by, resulting from, or associated with all such risks. With this knowledge, I(we) hereby authorize Stable and its owners, employees, agents, trainers, and representatives, or any of them, to transport Horse and/or my personal property, and to contract with a third party to transport Horse and/or my personal property.

I(WE) UNDERSTAND THAT AS A CONDITION OF STABLE TRANSPORTING HORSE AND/OR PERSONAL PROPERTY, I(WE) VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ALL RISK THAT MAY RESULT THEREFROM.

I(WE) UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I(WE) AM(ARE) KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY(OUR) RIGHT(S), AND THAT OF MY(OUR) REPRESENTATIVE(S), TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM STABLE AND ITS OWNERS, EMPLOYEES, AGENTS, TRAINERS, AND REPRESENTATIVES, OR ANY OF THEM, FOR ANY INJURY TO OR THE DEATH OF MY HORSE, OR DAMAGE TO MY PERSONAL PROPERTY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF TRANSPORTING MY HORSE AND/OR PERSONAL PROPERTY. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE.

Stable shall notify me(us) as soon as circumstances reasonably permit if Horse becomes ill, is injured, or dies during or as a result of transportation, whether on or off the horse trailer. If I(we) cannot be reached and Horse

Corral Creek Stables, LLC
Boarding Agreement

Exhibit E - Hauling & Release Agreement

requires immediate medical attention, Stable and its owners, members, shareholders, employees, agents, trainers and representatives, or any of them, are expressly authorized to take any measures reasonably necessary, in Stable's sole discretion, to maintain the safety, welfare, and health of Horse. I(We) shall be liable for any and all costs, expenses, and fees incurred as a result of care for Horse, and Stable shall have no liability for such costs, expenses, or fees.

I(We) agree that my execution of this agreement of release is binding upon me and/or my representative, and that Stable and its owners, employees, agents, trainers and representatives, or any of them, shall not be liable for any and all injury, damage, or harm to or the illness, loss, or death of Horse and/or my personal property. I(We) agree to indemnify, defend, and hold harmless Stable and its owners, employees, agents, trainers and representatives, or any of them, for any and all injury, damage, or harm to or the illness, loss, or death of Horse and/or my personal property, and for any and all injury, damage, harm, loss, or death caused by Horse and/or my personal property. This promise of indemnity includes attorneys' fees and costs incurred in defending against any claims by me(us).

I(We) intend this agreement of release to be as broad and inclusive as permitted under Oregon law, and to continue in full force and effect unless and until terminated by me in writing. I(WE) FURTHER INTEND MY(OUR) SIGNATURE(S) TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW. I(We) agree that if any provision of this agreement is deemed to be unenforceable by a court of appropriate jurisdiction, then the remaining provisions of this agreement shall remain in full force and effect.

I(WE) HAVE READ AND UNDERSTAND THIS AGREEMENT, AND KNOWINGLY, VOLUNTARILY AND EXPRESSLY CONSENT TO ITS TERMS. I(WE) ACKNOWLEDGE THAT I(WE) HAVE RECEIVED A COPY OF THIS AGREEMENT.

Signature: _____ Date: _____

Owner/Lessee/Agent Name (Print): _____

Signature: _____ Date: _____

Owner/Lessee/Agent Name (Print): _____