

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, ITS OWNER, EMPLOYEES AND AGENTS (THE "RELEASEES"). THIS RELEASE IS MADE PURSUANT TO ARIZONA REVISED STATUTE 12-553.

I, _____ on behalf of myself (and my minor child), _____,

_____/_____
Name(s) Age(s)

_____/_____
Name(s) Age(s)

reside at _____, _____, _____, _____
[Street Address] [City] [State] [ZIP]

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouse and assigns, I HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall to the ground or be jolted, resulting in serious injury or death.
2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of the extent of their training and past performance.
3. Acknowledge and willingly assume and accept full responsibility for all risk to personal safety and welfare including danger of injury of death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided by the Releases.
4. Release, discharge and promise not to sue the Releases for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releases.
5. Release the Releases from any claim that the Releases were negligent in connection with my or my child's riding a horse, including but not limited to, training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or death.
6. Indemnify, and save and hold harmless the Releases from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my negligence.
7. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. The Agreement does not release or waive Releases' liability or assume the risk of or indemnify Releases from grossly negligent, willful, wanton or intentional acts or omissions of Releases.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releases for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releases in defending such an action.
10. IT IS RECOMMENDED THAT I, MY CHILD AND ALL RIDERS, WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.

I (AND FOR MY CHILD) DECLINE TO WEAR A HELMET (PLEASE INITIAL HERE): _____

11. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

I have read this document. I understand it is a promise not to sue and to release the stable, its owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of the horseback riding experience.

Riding Ability and Competency Levels:

- ____ Beginner: A rider who has limited experience and does not feel comfortable riding faster than a walk for any distance.
- ____ Intermediate: A rider who is confident and in control at all paces including lopes/canters and gallops, and who rides regularly.
- ____ Advanced: A rider who is confident and in control at all paces including lopes/canters and gallops, is currently riding often and is capable of handling a spirited horse in open country.

DATE SIGNATURE

Yellow Pages _____ Publication _____ Friends _____ Brochure _____ Other _____