



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

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, WHICH MAY INCLUDE THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I X _____ (HEREIN AFTER THE (“Undersigned”), ON BEHALF OF MYSELF, MY 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, 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 or be jolted, resulting in serious injury or death.
2. Acknowledge that horseback riding is a dangerous activity and involves RISK that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses or mules, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, mule, equipment and gear provided to me by the Stable.
4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Stable, doing business under its own name or an other name and/or any of its owners, officers, employees and agents (hereinafter the “Releases”), from any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my persons or property.
5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses or mules, maintenance, care, fit or adjustment or saddles, bridles, instruction on riding skills or leading and supervising rides.
6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable or any of its employees, guides or wranglers with regards to misuse of the horses or mules or any equipment or gear provided therewith.
7. Agree to abide by and follow any instructions given or rules established by the Stable or any of its employees, guides or wranglers with regard to my use of the horse or mule or any equipment or gear provided therewith.
8. The undersigned expressly agrees the foregoing release and waiver of liability; assumption of a risk, an indemnity agreement is governed by 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, illegal, or unenforceable, the validity, legality and enforceability of the balance of this agreement shall not be affected or impaired in anyway and shall continue in full legal force and affect.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owners, agents, employees, guides or wranglers for any injury or damage in breach of this contract the Undersign will pay all attorney’s fees and costs incurred by the Stable in defending such action.

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**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT (Cont.)**

PARENT/GUARDIAN WAIVER – FOR A MINOR

If the person who is to enter this agreement (referred to as the “Undersigned” above) is under eighteen years of age, his/her parent or guardian must read and sign the following:

I _____, as Parent (), or acting as Natural Guardian () or Legal Guardian () of _____, _____/_____/_____ (hereinafter “The Minor”) hereby affirms (Minor’s First, Middle, and Last Name) (Minor’s Date of Birth)

That he/she has read the Agreement, understands the Agreement and understands that this Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of himself/herself, and on behalf of the minor, and agrees to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of the minor in executing this agreement.

PROTECTIVE HELMET WAIVER: It is recommended by the Stable that you and all riders wear a protective helmet, and that a protective helmet is available and has been offered for my and any minor’s safety, AND I HEREBY REFUSE THE USE AND/OR TO WEAR A PROTECTIVE HELMET

X _____ FOR (MINOR) _____ Minor’s Date of Birth: _____

MEDICAL WAIVER: Are you pregnant or do you (or your minor) have any history of epileptic seizures, heart condition or any other medical condition that could be affected by horseback riding? **YES () NO ()**

Are you (or your minor) currently on any medication that could impair or affect your riding ability? **YES () NO ()**

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE, AND RELEASE AND INDEMNIFY FOR ALL CLAIMS.

Today’s Date: _____

Signature: _____

Print Name: _____

Email Address: _____