

**AZ HIGH MOUNTAIN TRAIL RIDES LLC
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON 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; IT'S OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

I, _____ on behalf of myself (and my minor child) _____
[Print First and Last Name] [Print Child's Name]

I reside at _____ in _____, _____, _____.
[Street Address] [City] [State] [Zip]

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

1. **Acknowledge, "Equine" means a horse, pony, mule, donkey or ass and 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 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 equine, regardless of their training and past performance. That I have taken control of said "Equine".**
3. **Voluntarily assume the risk and danger of injury or death inherent in the use of the equine, equipment and gear provided to me by AZ High Mountain Trail Rides LLC, hereinafter referred to as the Stable.**
4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE AZ High Mountain Trail Rides LLC (herein the Stable), doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person 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 equine, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.**
6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the equine and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.**
7. **The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona Law (RIDE AT YOUR OWN RISK), Does not apply to an equine owner or agent of the equine owner who is grossly negligent or commits willful, wanton or intentional acts or omissions 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 the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.**
8. **Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.**
9. **State that I am not now pregnant and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.**
10. **IT IS RECOMMENDED THAT MY CHILD AND ALL RIDERS WEAR 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 decline to wear a helmet (please initial here): _____ . (FOR CHILD SEE REVERSE)

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

I have read this entire Release of Liability and FULLY UNDERSTAND - A "Release" means this document that I sign before taking control of an Equine (Equine means horse, pony, mule, donkey or ass) from the Stable or agent and acknowledge that I am aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for myself and/or child's own safety and welfare and releases the Stable or agent from liability unless Stable or agent is grossly negligent or commits willful, wanton or intentional acts or omissions. This is a promise not to sue and to release the stable, it's 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 Stable allowing me or my child to ride or handle an equine. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

[Date]

[Signature]

[Phone Number]

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PARENT / LEGAL COURT APPOINTED GUARDIAN WAIVER FOR MINOR CHILD

If the person who is to enter into this agreement is under eighteen (18) years of age, his/her parent or legally court appointed guardian must read and sign the following:

I, _____, acting as parent, natural or legal court appointed guardian of
[PLEASE PRINT YOUR NAME]

_____ (hereinafter "Minor") hereby affirms that he/she had
[PLEASE PRINT CHILDS NAME]

read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the Minor, and agrees to indemnify and hold harmless the "Stables" or its' agents from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of Minor in executing this Agreement.

Parent / Guardian _____ Dated: _____
[ADULT SIGNATURE]

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING BELOW.

I, on behalf of my natural child or legal ward, have been **FULLY WARNED AND ADVISED** by AZ High Mountain Trail Rides LLC and its agents, that we should wear a properly fitted protective helmet while riding any equine (Equine refers to horse, pony, mule, donkey or ass) in order to reduce some or all of a head injury as the result of a fall or any other occurrence associated with this hazardous activity of horseback riding. I realize that the child may be subject to injury from this activity to which we are exposing ourselves purely voluntarily.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION

I the undersigned, have read the foregoing statement and do understand its warnings and assumption of risks. IT IS RECOMMENDED THAT THE CHILD WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE BY THE STABLE AND HAS BEEN OFFERED FOR THE CHILD'S SAFETY AND THE SIGNATURE BELOW CONFIRMS REFUSAL TO WEAR STABLE SUPPLIED PROTECTIVE HEADGEAR.

[Date]

[Adult Signature]

[Phone Number]

Dated: _____

[PLEASE PRINT CHILDS NAME]