

***Arcola Ranch***  
*34470 N Sossaman Rd*  
*San Tan Valley, AZ 85144*

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

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.**

BY SIGNING THIS AGREEMENT, YOU AND/OR 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"). YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF, AND AGREEMENT TO, ITS TERMS.

I, \_\_\_\_\_ on behalf of myself or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

- 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.
- 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, regardless of their training and past performance.
- Voluntarily assume the risk and danger of injury or death inherent in the use of horse, mule, equipment, and gear provided by the Stable.
- RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Stable, owners of the property being used for equine purposes, 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.
- 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, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
- INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable or any of its employees and or any of its agents from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either my or your horse and/or the use of the horse and any equipment or gear provided therewith or any acts or omissions of trainers, employees, or agents.
- The Undersigned expressly agrees that the foregoing release and waiver of liability; assumption of 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 (RIDE AT YOUR OWN RISK), 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.
- 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 trainers 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.
- Understand and acknowledge that it is recommended that all riders wear a protective helmet however it is MY responsibility to provide my own helmet and it is MY choice if I chose not to wear one for my own protection.

By signing below I hereby declare that I have read the Agreement, understand the Agreement, and understand that this Agreement is a release of all claims for injury, death and property damage, and understand and consent to the terms on behalf of myself, and/or on behalf of the minor, and agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost that may incur because of any defect in or lack of capacity to act on behalf of the adult and/or minor executing this agreement.

**I have read this document. I understand it is a promise not to sue, and release and indemnify the stable, its owners, employees, and agents for all claims.**

Participant Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Address: \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
[Street Address] [City] [State] [Zip]

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**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 the behalf of the minor.**

Guardian Name: \_\_\_\_\_ Guardian Signature: \_\_\_\_\_

## EMERGENCY CONTACT INFO

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_