



A 501(c)(3) Non-Profit Facility Where Horses Bring Hope,  
Happiness, and Healing to Special Needs Children

43421 N Friend Ave, San Tan Valley, AZ 85140  
[www.manesandmiraclesaz.org](http://www.manesandmiraclesaz.org) | (480) 359-6470

## Liability Release and Hold Harmless Agreement

**Please read carefully before signing!**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.**

A. **REGISTRATION OF RIDER/VOLUNTEER AND AGREEMENT PURPOSE AND CONSIDERATION** - In consideration of my enrollment in the Manes and Miracles programs or equine activities hosted by any Manes and Miracles affiliate and the signing of this agreement, I, the following listed individual and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in activities and events at THIS STABLE. This agreement shall be legally binding upon the PARTICIPANT and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including minor children and personal representatives. It shall be interpreted according to the laws of the state and county of THIS STABLE's physical location. Any disputes by the rider shall be litigated in the county in which THIS STABLE is located.

B. **INFORMATION ABOUT RIDER/ VOLUNTEER** (Please Print):

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip \_\_\_\_\_

Email address: \_\_\_\_\_ Phone number ( ) \_\_\_\_\_

**The MAXIMUM weight a Manes and Miracles horse can safely carry is 200 lbs. Participants above this safety limit should participate in ground activities only. Please check this box to indicate that you ARE BELOW 200 lbs:**

C. **DEFINITIONS** - The term "THIS STABLE" shall herein refer to Manes and Miracles, its Board of Directors, instructors, volunteers, and employees. The term "HORSEBACK RIDING" or "RIDING" shall herein refer to riding or otherwise handling of horses whether from the ground or mounted. The term "HORSE" shall herein refer to all equine species. The term "PARTICIPANT" and/or "STUDENT/RIDER" and/or "VOLUNTEER" shall herein refer to a person who rides a horse, mounted or otherwise, handles or comes near a horse from the ground. The terms "I", "Me", "My", "Participant," and "Rider" shall herein refer to the above-registered rider and the parents or legal guardians thereof if a minor.

D. **ACTIVITY RISK CLASSIFICATION, INHERENT RISKS, AND NATURE OF THE HORSE WARNING** - Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY. There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of U.S. Consumer Products), horse activities rank approximately 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. NO HORSE IS A COMPLETELY SAFE HORSE. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of from 3 ½ to 5 ½ feet and the impact may result in injury or death to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal - the human - tries to control and become one unit of movement with another much larger, stronger prey animal - the horse - with each having a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping short; changing directions or speed at will; shifting its weight from side to side; bucking; rearing; biting; kicking; or running from perceived danger.

E. **RIDER/VOLUNTEER ACCEPTANCE OF RESPONSIBILITY** - PARTICIPANT agrees that he/she has in some way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for PARTICIPANT. THIS STABLE is not responsible for any property damage, injury, or loss of life incurred by, or as a result of, any horse(s) on this premises to PARTICIPANT. PARTICIPANT IS AWARE OF THE RISKS AND DANGERS OF THIS ACTIVITY AND AGREES TO ACCEPT RESPONSIBILITY FOR ANY AND ALL INCIDENTS OCCURRING DURING THIS ACTIVITY.

F. **CONDITIONS OF NATURE** - THIS STABLE is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, and wind, wild and domestic animals, insects, reptiles which may walk, run, fly near, bite or sting a horse or person; and irregular footing on indoor and out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural or man-made changes in landscape.



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G. **RIDING HELMET WARNING**- RIDER/VOLUNTEER is hereby warned and informed by THIS STABLE that all horse handlers and riders should wear a properly fitted and secured protective EQUESTRIAN riding helmet that meets ASTM standards. Helmets are available at THIS STABLE; however, THIS STABLE recommends the PARTICIPANT purchase their own helmet to receive the benefits of a custom fit. Wearing such headgear while mounting, riding, dismounting, and being around horses may prevent death or reduce the severity of head injuries resulting from a fall or other incident involving a horse.

H. **LIABILITY RELEASE**- In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the PARTICIPANT and the parent or guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its Board of Directors, instructors, agents, volunteers, employees, officers, members, affiliated organizations and insurers from legal liability due to THIS STABLE'S ordinary negligence. I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions, causes of action, and/or litigation against THIS STABLE and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE. This includes while riding, handling, or otherwise being near horses owned by or in the care, custody, and/or control of THIS STABLE or on the property of THIS STABLE for any reasons.

I. **BREACH OF CONTRACT** - Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney fees related to such breach.

J. **PHOTOGRAPHY RELEASE** - I hereby authorize Manes and Miracles to publish photographs of myself and/or the minor child listed above, and our names and likenesses, for use in Manes and Miracles print, online, and video-based marketing materials, as well as other Company publications. I hereby release and hold harmless Manes and Miracles from any reasonable expectation of privacy or confidentiality for myself and/or minor child listed above associated with the images specified above. Further, I attest that I am the parent or legal guardian of the child listed above and that I have full authority to consent and authorize Manes and Miracles to use their likenesses and names. I further acknowledge that I nor the minor child will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in Company marketing materials or other Company publications. I acknowledge and agree that publication of said photographs confers no rights of ownership or royalties whatsoever.

*ALL VOLUNTEERS, RIDERS, PARENTS, LEGAL GUARDIANS, OR AUTHORIZED AGENTS FOR SUCH PARTIES MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.*

**STATEMENT OF AWARENESS AND CONFIDENTIALITY**

**I/WE, the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement. I/WE further attest that all stated facts are true and accurate.**

Rider or Volunteer printed name(or Parent/Guardian if minor): \_\_\_\_\_

Rider or Volunteer Signature(or Parent/Guardian if minor): \_\_\_\_\_

State of Arizona  
Title 12. Courts and Civil Proceedings. Chapter 5. Limitations of Actions. Article 3. Personal Actions. § 12-553. Limited liability of equine owners and owners of equine facilities; exception; definitions.  
Citation: AZ §12-553 Citation: A.R.S. § 12-553  
Summary: This Arizona Statute provides that an equine agent or owner is not liable for injury if the participant took control of the equine prior to injury, if a parent or guardian signed a release on behalf of a minor, if the owner or agent has properly installed suitable tack or the participant has personally tacked the equine, or the owner or agent assigns a suitable equine based on a reasonable interpretation of the person's representation of his or her skills, health and experience with and knowledge of equines. Liability is not limited, however, when an equine owner or agent is grossly negligent or commits willful, wanton, or intentional acts or omissions.