

**Release and Waiver of Liability
Assumption of Risk and Indemnity Agreement
for Participants, Trainers, and Guests
at Arizona Contracting & Livestock Facility**

Name(s): _____

Address: _____

Phone: _____

Parties

Participant is a person participating in any ranch activity, including those taking lessons and those engaged in an event. Any person that engages in activity, regardless of being asked or volunteering to do so, is a participant.

Trainer is a person rendering any service to the Facility. He/she may be working with, riding, and training horses. Other services may include feeding, maintenance, repairs, mucking stalls, moving livestock, and any type of work.

Guest is any person that comes onto the premises to observe or participate. A guest may be present to evaluate a horse, animal, or item they are considering for purchase. This may include working with and riding horses.

Facility is the working ranch located at 10220 East Rocky Hill Road, Dewey, AZ 86327 and the surrounding land. Reference to Facility or Ranch includes Arizona Contracting & Livestock, Matthew Fenn, the agents/representatives of, or any other party present at the Facility. This also includes the animals, equipment, and any other element.

Agreement

I hereby enter into this agreement as a Participant, Trainer, and/or a Guest. In some cases, I may be acting as one or more depending on the reason for being at the Facility. This agreement is continuous, as I will visit the Facility more than once. If I bring anyone, I assume responsibility for them and assure their full agreement to this waiver.

I am representing myself as healthy and capable in my ability to ride and work with horses/other animals and perform and engage in activity at the Facility. Activities in addition to riding/handling include but are not limited to mucking stalls, moving equipment, carrying heavy objects, feeding animals, sorting, branding, banding, cattle work, and assisting in veterinary care. I am responsible for determining and choosing what I participate in.

This entire agreement also includes off facility activity and transport to other locations. Off facility activity includes events such as trail rides, cattle drives, rodeos, gymkhanas, auctions, sales and more.

UNDERSTAND THAT ENTERING A WORKING RANCH FACILITY IS HAZARDOUS. RISK OF INJURY IS HIGH. RISK TO PROPERTY SUCH AS VEHICLES, PHONES, AND CLOTHING IS ALSO HIGH.

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE CASE OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF YOUR CHOICE TO ENTER THE FACILITY AND/OR ENGAGE IN ACTIVITY.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF IT.

CONTINUED ON PAGE 2

Initial _____

By signing this agreement, I acknowledge that I have familiarized myself with the activities I am choosing to engage in. I am engaging in these activities without restriction or limitation. I recognize **animals are unpredictable** and the inherent risks involved in riding/working with animals, being present in a working ranch environment, and/or observing in ranch activities. Inherent risks to person and/or property (i.e., vehicles) include but are not limited to:

- Bites, kicks, abrasions, or contusions from horses, cattle, goats, sheep, birds, other animals, or objects.
- Being thrown, bucked off, drug, gored, impaled, or crushed by horses, cattle, other animals, or objects.
- Electric shock, scratches/cuts/injury from enclosures, tools, tack, machinery, rocks, and vegetation.
- Allergic reactions to animals, birds, insects, dust, hay, chemicals, fly sprays, or other allergens.
- Illness from bacteria, parasites, animal waste carrying salmonella, carcinogens, and other hazards.
- Slipping, falling, tripping, or otherwise being injured in the barn, in stalls, on the grounds, and on bleachers.

All of which can cause female and male reproductive harm, great bodily injury, and death.

There is extreme risk for pregnancy complications. Fetal injuries and death can occur in ranch environment.

I forever waive, release, indemnify, and hold harmless the Facility from any liability for injury, death, loss, damage, attorney’s fees, or cost that arise out of the inherent risks from riding, working, participating, or observing in ranch environment. This includes actions made by a Participant/Trainer/Guest own insurance.

It is the responsibility of Participant/Trainer/Guest to check for hazards prior to engaging in activity. **I will personally inspect the area I am in and all equipment and tack I am using for hazards prior to engaging in activity.** In doing so I waive and release the Facility from negligence of not recognizing hazards or dangers. All persons are encouraged to wear/use proper PPE including helmets, vests, boots, gloves, and other safety devices.

I acknowledge that although there may be supervision at the facility **there will not be a nurse or medical staff present.** I acknowledge the Facility is not responsible for my health or medical care, and that no insurance exists.

I am aware that my choice to engage in ranch activity has a direct effect on others. I agree to indemnify the Facility from my relatives, affiliates, heirs, insurance, and others that are affected by my choice to enter the Facility. If I bring a Guest to the Facility, I will explain all aspects of inherent danger and indemnify Facility against them.

Trainer/Service Provider

As a professional, I am offering my services to the Facility for compensation/exchange for Facility goods, services, lessons, housing, and more. I am acting as an independent contractor and I am providing my own health coverage. I am fully aware that the Facility does not have an insurance policy that would cover the cost of health care in the event of an injury. I am also aware there is no workman’s compensation in place for me. **At any time, I reserve the right to refuse service and elect to not engage in ranch activities/work. I am not obligated to take risks that I feel I cannot handle.** In any event, I am assuming all responsibility of my choice to provide my services.

By signing this Agreement, I hereby acknowledge my complete understanding and consent to my presence and/or participation in ranch activities. I do so at my own risk. **Please take a photocopy for your records or ask for one.*

Participant/Trainer/Guest Signature

Date

Minor Participant/Trainer/Guest

In the case that Participant/Trainer/Guest is a minor, all parents/guardians agree in allowing participation. I have read the Agreement in its entirety, fully understand it, and enter into this agreement for my child. Especially regarding training and lessons, I will personally discuss, evaluate, and approve or disapprove of every choice my child faces. At any time, I may elect to tell my child to not participate in training and/or lessons. I am the responsible party for enforcing what my child does and does not do. I understand my child is not insured by the Facility. If a parent or guardian is absent, I assure that he/she has been made aware and agrees to all conditions and waivers.

Parent Signature (If Applicable)

Parent Signature (If Applicable)