

WICKENBURG HORSEMEN'S ASSOCIATION
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT

I, _____ (print name), the participant acknowledges the inherent risks which are involved in riding and being around horses/mules. These risks may include, but are not limited to, damage to personal property, illness, bodily injury, trauma, or death resulting from a fall or while riding or being in close proximity to horses/mules.

The participant further understands that both horse/mule and rider can be injured in the normal course of events while riding, and therefore agrees to indemnify and hold harmless Wickenburg Horsemen's Association and its members thereof, and further release them from any liability or responsibility for any accident, injury, damage, or death to the participant or any property or horse/mule the participant owns, or to any family member or spectator accompanying the participant while engaged in any event organized and/or sponsored by Wickenburg Horsemen's Association.

By signing this Agreement, you are giving up certain legal rights, including the right to recover damages in case of injury, death or property damage.

Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms.

I, _____ (hereinafter the "Undersigned") reside at _____,
in _____

Under Arizona law, an Equine owner or Equine facility is not liable for injury, or death of a participant in Equine activities resulting from the inherent risks of Equine activities. ARS § 12-553.

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I hereby:

1. Acknowledge that a horse/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 risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses/mules, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of horse/mule, equipment and gear provided to me by stable.
4. I clearly understand the following:

Horse riding or horse-drawn activity involves specific risks of property damage or personal injury to me or my minor children arising from approaching, handling, mounting, riding and dismounting the horse or horse-drawn vehicle, and from observing or participating in this activity, but that I nevertheless intentionally agree to assume these risks.

Upon mounting, and taking up the reins I am in primary control of the horse/mule I am riding and Wickenburg Horsemen's Association, and/or its members are not responsible for the results of my action or inaction;

I am aware that the horse/mule riding or horse-drawn vehicle activity will be across open range and through brush-covered wilderness, and "wild animals" including snakes, cats and coyotes live in the area, and loose cattle are roaming on this land.

Initials _____ Initials _____ Date _____

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I further know that horses are not completely predictable, and any equine can on occasion become frightened or upset, so as to rear up and run away;

If there is a trail guide, I will follow the guide's instructions at all times; and

I further understand that I can be held responsible for injuries and/or damages to Wickenburg Horsemen's Association's equipment, or property owned by others and injuries to other riders or pedestrians, which I may cause if I do not act in a sensible and responsible manner.

Clearly understanding the above, and the fairness and meaning of this Agreement, and that I acknowledge that I have been given the opportunity to ask any questions concerning this matter;

I Hereby:

Release, discharge, and promise not to sue the Wickenburg Horsemen's Association, doing business under its own name or any other name and/or any of its owners, members, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damage, 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/mules, maintenance, care, fit or adjustments of saddles or bridles, instruction on riding skills or leading and supervising riders.

Indemnify, and save and hold harmless the Wickenburg Horsemen's Association and any of its owners, members, officers, employees and agents from any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse/mule and any equipment or gear provided therewith or any acts or omissions of wranglers or other employees or agents.

Agree to abide by and follow any instructions given or rules established by the Wickenburg Horsemen's Association or any of its employees, guides, or wranglers with regard to my use of the horse/mule or any equipment or gear provided.

Expressly agree 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, 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 if a lawsuit is filed against the Wickenburg Horsemen's Association or its owners, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorneys' fees and costs incurred by them in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT'S A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

_____ Signature Date_____

_____ Signature Date_____

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