

WICKENBURG HORSEMENS ASSOCIATION
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT

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 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 anyone.
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 the activity, but that I nevertheless intentionally agree to assume these risks.

Upon arriving at the event I am assuming primary control of the horse/mule I am riding and Wickenburg Horsemen Association, and /or its' members are not responsible for the results of my action or inaction.

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

I further understand that I can be held responsible for injuries and/or damages to 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.

I hereby:

Release, discharge, and promise not to pursue legal action against the Wickenburg Horsemen Association, doing business under its; own name or any other name and/or any of its' owners, members, officers, employees and agents for any loss, liability, damage, or cost whatsoever, arising out of or related to any loss, damage, or injury to my person or property.

Indemnify, save and hold harmless the Wickenburg Horsemen 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 of omissions of wrangler or other employees or agents.

Expressly agree that the foregoing 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.

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

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO BRING LEGAL ACTION AND RELEASE AND INDEMNIFY FOR ALL CLAIMS.

Signature _____ Date _____

Signature _____ Date _____