

HOLD HARMLESS AGREEMENT, PARTICIPANT WAIVER OF CLAIMS,  
AND RELEASE OF LIABILITY ("THE AGREEMENT")

EAST VALLEY BACK COUNTRY HORSEMEN OF ARIZONA ("EV BCH"), a Chapter of the  
BACK COUNTRY HORSEMEN OF ARIZONA ("BCHAZ"), which Arizona State Organization is  
part of the National Organization, BACK COUNTRY HORSEMEN OF AMERICA ("BCHA")  
Member / Volunteer / Participant, here-in-after referred to as a Participant  
PLEASE READ CAREFULLY BEFORE SIGNING

1. Each individual and family member as Participant(s) as well as any named Parent or Legal Guardian for a minor must initial page 1 and sign this form on page 2.
2. I/we realize that there are inherent risks involved in all activities associated with equine animals, wildlife, natural environments and other potential risks at all EVBCH activities; I/we are willing and able to accept full responsibility for my/our own safety and welfare without reservation or exception and I/we hereby release BCHA, BCHAZ, and EVBCH and its Officers, Directors, Members, Volunteers, Premise Owners, Hosts, Sponsors, and/or anyone who permits or participates in any EVBCH activities on their premises (hereinafter "the Released Parties"), from liability of any kind related to any accident, injury, personal property loss or damage, and/or death that may occur to myself, my spouse, my children, minors for which I am Legal Guardian, my animal(s) or equipment and/or other personal property during or related to my participation in any EVBCH activity, including those acts allegedly caused by negligence of the Released Parties.
3. Per ARS 12-553 (Arizona Revised Statutes) Limited Liability of equine owners and owners of equine facilities; exception; definition: Section E. 2. "Release." I/we acknowledge these Arizona Statutes in full and am signing below without reservation for myself as a Participant and/or Parent or Guardian of a minor and that I am aware of the inherent risks associated with equine activities, am willing and able to accept full responsibility for my/our minor's own safety and welfare and release the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits willful, wanton and intentional acts or omissions.
4. Furthermore: I/we acknowledge that I/we, the Participant(s), Parent(s), or Legal Guardian(s), will be responsible for any and all costs incurred by the Participant or Participant's family members for injuries or property damage that I/we or my/our family may incur, and that I/we, the Participant(s), Parent(s) or Legal Guardian(s), have medical and other insurance coverage(s) in force to cover those risks and therefore personally accept responsibility for any medical and/or other related expenses that I/we or my/our family members may incur.
5. Furthermore: I/we acknowledge that I/we, the Participant(s), Parent(s) or Legal Guardian(s), will be responsible for my/our negligent acts, the negligent acts of my/our family members and/or legal wards and animals, and I/we, the Participant(s), Parent(s) or Legal Guardian(s), do carry adequate personal liability insurance coverage now in force and accept responsibility for liability that I/we or my/our family members may incur.
6. Furthermore. I/we acknowledge that I/we, the Participant(s) or Parent(s) or Legal Guardian(s) for a minor (less than 18 years of age) must purchase an ASTM-standard/SEI certified equestrian helmet or headgear or equivalent and said minor must wear such helmet while participating in all EVBCH, BCHAZ, AND BCHA equestrian and equine activities. I/we understand the wearing of a helmet or headgear may prevent or reduce the severity of a minor's

head injuries in the event of a fall or other related accident. I/we understand that I/we as Participant(s), Parent(s), or Legal Guardian(s) are also encouraged to wear helmets.

7. Furthermore: I/we assume and accept full responsibility for any damages done by I/we, my/our minor(s), my/our equipment, or any animal(s) in my/our possession at all EVBCH, BCHA and BCHA shows, trail assessments, trail rides, reconnaissance rides, work parties, equestrian and equine activities and/or any events.

8. This Hold Harmless Agreement, Participant(s) Waiver of Claims, And Release of Liability ("Agreement") and contract shall be construed and governed by the laws of the State of Arizona. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in the county ("Pinal") and city ("Apache Junction") in the State of Arizona where EVBCH is headquartered and located. Participant(s) agrees that EVBCH as well as BCHA and/or BCHA at its/their sole discretion, may elect to submit any dispute arising out of this Agreement to binding arbitration before a neutral arbiter mutually selected by the parties. EVBCH, BCHA, or BCHA shall be entitled to recover its/their reasonable attorney's fees and costs incurred in enforcing any provision of this Agreement should EVBCH, BCHA, or BCHA be deemed the "prevailing party."

9. I/we, the undersigned Participant(s), Parent(s) or Legal Guardian(s), being of legal age, have read and understand this entire Hold Harmless Agreement / Participant Waiver of Claims and Release of Liability Form, and agree to it entirely in perpetuity without any reservation or exception. I/we acknowledge this form has two (2) pages and I/we have initialed page 1 and affixed our legal signature to page 2.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE

_____ Name of Participant (please print)	_____ Signature of Participant	_____ Date	
_____ Name of Participant (please print)	_____ Signature of Participant	_____ Date	
_____ Name of Parent/Guardian (please print)	_____ Signature of Parent/Legal Guardian	_____ Date	
_____ AZ Address	_____ AZ City	_____ AZ	_____ Zip Code
_____ Home Address (if different)	_____ Home City	_____ Home State	_____ Zip Code
_____ AZ telephone with area code	_____ Emergency Contact Name and phone/area code		
_____ Non-AZ telephone with area code	_____ E- Mail address		