

WAIVER, RELEASE OF LIABILITY, INDEMNITY, AND EXPRESS ASSUMPTION OF RISK AGREEMENT - Arizona

READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Release of Liability, Indemnity, and Express Assumption of Risk Agreement with **Rancho de Florez/Fan-C Ranch** who is an LLC corporation (hereafter referred to as "**THE RANCH**") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter THE RANCH's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "**The Activities**" throughout this document.)

NAME (*Please print clearly*): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

CELL: _____ EMAIL: _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____
Date of Birth: _____ Date of Birth: _____

All parts of this document apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this document.]

IT IS AGREED AS FOLLOWS:

1. I understand that although I am signing this document today, I intend for it to be valid and binding now and at all times in the future when I engage in any or all of **The Activities** at any time and any location.

2. **Risks.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on land; and/or collisions with other equines, animals, or objects. ***I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this document. I am NOT relying on THE RANCH to list all possible equine-related risks in this document or at any time.***

3. WAIVER, LIABILITY RELEASE, AND EXPRESS ASSUMPTION OF RISK: As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) agree to each of the following:

(a) I am aware of the inherent risks associated with equine activities, some of which have been described above. Initials: _____

(b) I agree to accept full responsibility for my own safety and welfare at all times before, during, and after engaging in The Activities. I agree to assume full responsibility for any and all bodily injuries, losses, expenses, or damages that I may sustain when engaging in The Activities at any time and at any location. Initials: _____

(c) to the fullest extent allowed under Arizona law, **THE RANCH** and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location; and Initial: _____

(d) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether or not the claims are known, unknown, anticipated or unanticipated, and whether or not caused by their ordinary negligence or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical costs, claims or losses because of bodily injuries, mental/emotional injuries, property damages, death, expenses, and/or personal property damages. This document is intended to apply and be binding regardless of whether I/we am/are riding, driving, handling, or near equines. In accordance with Arizona law, this document shall not apply if my injuries or damages resulted from **THE RANCH's** gross negligence or willful, wanton, or intentional acts or omissions. Initials: _____

4. INDEMNIFICATION. To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **THE RANCH** or by others on its behalf.

5. ASTM/SEI Helmet/Headgear. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on **THE RANCH** to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet I may wear are my decisions.**

6. Emergencies. Person(s) to Contact in Case of Emergency: Name: _____

Phone: _____ Relationship: _____

7. Arizona law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void, but the remainder shall stay in full force and effect. This document can only be modified in writing and signed by me and the (**THE RANCH**) Representative either the president or the Chairman. I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. ALSO, I REPRESENT EACH OF THE FOLLOWING (please check and initial each box below):

- ☐ I HAVE READ ALL OF THE ITEMS STATED INDIVIDUALLY AND TOGUETHER.
- ☐ I AM AT OR OVER 18 YEARS OF AGE.
- ☐ I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT.
- ☐ I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT.
- ☐ I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE.
- ☐ BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND
- ☐ THE HORSE(S) I WILL BE RIDING IS MATCHING TO MY REPRESENTED SKILLS.
- ☐ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____ DATE: _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

_____ DATE: _____

PRINT NAME HERE: _____ DATE: _____

ACCEPTED BY:
"THE RANCH" REPRESENTATIVE

SIGNATURE: _____

DATE OF SIGNATURE: _____