

**EQUINE ACTIVITY LIABILITY WAIVER, ASSUMPTION OF RISK & INDEMNITY AGREEMENT**  
READ THIS AGREEMENT CAREFULLY. BY SIGNING YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF THE USE OF AN EQUINE OWNED, MANAGED, BOARDED, OR CONTROLLED BY **EQUINES AND WELLNESS, LLC, EQUINE CONNECTIONS, LLC AND/OR BARN YARD EQUINE** (COLLECTIVELY THE “**STABLE**”), OR ENGAGING IN EQUINE ACTIVITIES AT **13902 E. MORGAN DRIVE, GILBERT, AZ 85295** (THE “**PROPERTY**”).

ENTER 1-10. 1 FOR BEGINNER, 10 FOR EXPERT

**PARTICIPANT NAME:** \_\_\_\_\_ **HORSEBACK RIDING SKILL:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, I accept and agree to the terms of this Equine Activity Liability Waiver, Assumption of Risk & Indemnity Agreement (the “Agreement”) in exchange for permission for me or the above-named participant for whom I am the legal guardian to engage in equine activities, including handling, grooming, riding, or observing others doing the same with an equine (donkey, mule, pony, horse) owned, managed, or controlled by Stable (a “Stable Horse”).

**1. NATURE OF ACTIVITIES:** By signing this Agreement, you/the participant may be allowed to engage in equine activities, meaning to interact with and ride Stable Horses. Equine activities including, without limitation, being around and riding horses/donkeys, comes with inherent risk. Equines are powerful and unpredictable creatures whose actions may cause physical harm. While riding an equine, its behavior can lead to you/the participant falling off or being thrown from their backs, and potentially dragged, or thrown on the ground or into trees, fences, gates, or other physical obstacles, any of which can cause bodily harm or death. Equine may bite, kick, stomp, trip, collide with or otherwise injure you/the participant or third parties in close proximity. The operation of the Property where the Stable Horses are kept may require the use of heavy equipment, sharp objects, biological/chemical agents and other hazards, any of which can cause injury to person or property. **Initials** \_\_\_\_\_

**2. ACKNOWLEDGMENT:** By signing this Agreement, I hereby acknowledge on behalf of myself, or the above-named participants for whom I am the legal guardian, that I have familiarized myself with the nature of the equine activities. I recognize and accept the inherent risks involved, including but not limited to abrasions or contusions from direct contact with the animals, trauma incurred from falling or being thrown from an equine, injury caused by contact with property improvements or natural elements thereon, injury from contact with equipment used at the Property where the Stable Horses are kept, allergic or adverse reactions, tripping on or over objects, slipping on wet or muddy surfaces, or other hazards, all of which could result in death, disability, damage to personal property and other possible injury. I/the participant want to access the Property and/or interact with the Stable Horses despite these serious risks. *I understand that I/the participant should not approach or initiate contact with a Stable Horse unless following the direction of Stable personnel. Stable recommends a helmet be worn when riding, but may not provide helmets. I acknowledge and accept that I am solely responsible for my/the participant’s actions and consequences thereof while on the Property or engaged in any activity with a Stable Horse.* **Initials** \_\_\_\_\_

**3. ASSUMPTION OF RISK/HOLD HARMLESS:** To the greatest extent permissible under the law, I assume all risk of injury, death, or other damages that may be incurred, and accept full responsibility for my/the participant's safety and welfare while present on the Property or engaged in any equine activities with a Stable Horse. I hereby acknowledge that Stable bears no responsibility for my/the participant's health, safety, welfare or necessary medical care while I/the participant am/is present on the Property or interacting with or riding a Stable Horse even if/when under Stable's direct supervision. I agree to hold Stable harmless in the event my/the participant's presence on the Property or use of a Stable Horse results in any injury, death, or damages to myself, the participant, or any other party for which I am responsible. **Initials** \_\_\_\_\_

**4. RELEASE OF LIABILITY/WAIVER OF CLAIMS:** I understand that A.R.S. § 12-553 limits the liability of an equine owner and/or the owner of an equine facility. I, and on behalf of myself/the participant and our respective heirs and estate, further hereby fully release and forever waive any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of any kind or nature whatsoever, that may arise against Stable, the Property owners and their respective principals, agents, employees, heirs, successors in interest and/or assigns (collectively the "Released and Indemnified Parties") in connection with any and all injuries, either foreseen or unforeseen, as may be sustained to any person(s), including myself/the participant, or to the property of any person(s) caused by/in connection with or arising out of my/the participant's involvement in equine activities with a Stable Horse or presence on the Property. **Initials** \_\_\_\_\_

**5. INDEMNITY:** I agree, to the fullest extent under the laws of the State of Arizona, to indemnify and hold harmless the Released and Indemnified Parties from any and all lawsuits, claims, demands, causes of action, damages, costs, expenses, losses or liabilities in law or in equity of any kind or nature whatsoever arising out of or in connection with any injury sustained to myself/the participant, or any person(s) or to the property of any person(s) caused by or in connection with my/the participant's, participation, or the participation of any person as caused by me/the participant, in any activity involving a Stable Horse or other activity on the Property. I shall at my own expense defend any and all suits, actions, or other legal proceeding that may be instituted by any third party against the Released and Indemnified Parties from any such claim, demand, or cause of action. I shall further immediately pay and satisfy any judgment that may be rendered against the Released and Indemnified Parties and reimburse the same for any legal expenses incurred in connection therewith or for enforcing the indemnity granted herein. **Initials** \_\_\_\_\_

**6. WILLFUL AGREEMENT:** I hereby warrant that I clearly understand the terms of this Agreement. I am not relying on any representation, written or oral, expressed or implied, made to me by any person other than as set forth herein. I am entering into this legally binding Agreement willfully and freely, without duress. I further agree that the invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Stable Witness: \_\_\_\_\_