

Apex Riding Academy / Daniel Training Center

RELEASE AND HOLD HARMLESS

A. STABLE. Apex Riding Academy, Daniel Training Center, LLC, an Arizona limited liability company, Kasey Moffat, Kari Brooks, Tessa Dwyre and/or Julie Daniel, and all trainers, employees, subsidiaries, shareholders, members, owners, affiliates, agents, Premises owners, horse owners and servants (collectively, the "Stable").

B. PREMISES. The premises are located at Hunkapi Farms, 12051 N 96th Street, Scottsdale, Arizona 85260 ("Premises").

C. AGREEMENT PURPOSE. In consideration of the signing of this Agreement in exchange for receiving lessons from Stable, I, the following listed individual and the parent or legal guardians thereof if a minor, do hereby agree to hire the Stable to provide a horse, tack, equipment and/or personnel for the purpose of riding lessons.

Rider Name _____ ("Rider") Age (if under 18) _____

Rider Name _____ ("Rider") Age (if under 18) _____

Rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, shall be subject to the terms of this Agreement. Rider represents that all information provided to Stable is accurate, and that he/she does not have any physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse.

D. NATURE OF STABLE HORSES. Rider understands that horseback riding is classified as a rugged adventure recreational sport activity, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions; Related injuries can be severe. Rider understands that no horse is completely safe. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to stopping short, changing directions or speed at will, bucking, rearing, kicking, biting or running from danger.

E. RIDER RESPONSIBILITY. Rider understands that upon taking control of a horse, whether or not mounted, the Rider is in primary control of the horse. The Rider's safety largely depends upon the Rider's ability to carry out instructions, and the Rider's ability to remain balanced aboard the moving animal. Rider agrees that Rider shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE. Rider understands that Stable is NOT responsible for total or partial acts, occurrences or elements of nature, such as thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which can scare a horse, cause it to fall, or react in some other unsafe way.

G. PROTECTIVE HEADGEAR. Rider understands that he/she have been made aware of the benefits of wearing protective headgear (riding helmet) by the Stable and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is the Rider's decision as to whether he/she will wear a helmet.

H. APPLICABLE LAW, JURISDICTION, VENUE AND ATTORNEY'S FEES. This Agreement 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 in Maricopa County, Arizona. In the event a lawsuit is brought related to this Agreement, Stable shall be entitled to recover its attorney's fees and costs incurred.

I. LIABILITY RELEASE. In consideration of the Stable allowing Rider's participation in this activity, under the terms set forth herein, Rider and the parent or legal guardian thereof if a minor, do agree to hold harmless and release the Stable from any loss, damage or legal liability from injury of any nature I, or my minor child, may sustain due to the action or inaction of the Stable. I further agree that, I shall bring no claims, demands, actions and causes of action and/or litigation, against the Stable, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the Premises and operations of the Stable, to include while riding, handling, or otherwise being near horses.

WARNING: Under the Arizona Equine Activity Liability Act, Arizona Revised Statute § 12-553, the Stable, regardless of consideration, is not liable for an injury to or the death of Rider.

Rider acknowledges the inherent risks associated with equine activities, and is willing and able to accept full responsibility for his/her own safety and welfare and releases the Stable, and any other equine owner or agent, from liability unless the Stable, equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions. Rider also acknowledges that Rider executes this Agreement on behalf of Rider, as well as all of Rider's children, family members and guests.

SIGNER STATEMENT OF AWARENESS

I acknowledge that I have had an opportunity to read and thoroughly review this Release and Hold Harmless before taking control of any horse or equine from the Stable (or any agent of the Stable, and I am aware of the inherent risks associated with equine activities. I am willing and able to accept full responsibility for my own safety and welfare, hereby release the Stable from all liability related to my interaction with any equine located on the Premises.

This Release shall apply to all activities conducted by the Stable and/or on the Premises, including activities in the future. It is not necessary for Stable to obtain a similar Release for each time Rider visits the Premises or takes lessons from the Stable.

**WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT,
WARNINGS, RELEASE AND ASSUMPTION OF RISK.**

Riding Ability and Competency Levels:

- Beginner: A rider who has limited experience and does not feel comfortable riding faster than a walk for any distance.
- Intermediate: A rider who is confident and in control at all paces including lopes/canters and gallops, and who rides regularly
- Advanced: A rider who is confident and in control at all paces including lopes/canters and gallops, is currently riding often and is capable of handling a spirited horse in open country.

X _____ SIGNATURE OF RIDER Date _____
X _____ SIGNATURE OF PARENT/GUARDIAN Date _____

(if Rider is under 18 Years Old)

Address: _____

Email: _____

Emergency contact information: _____