

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND  
INDEMNITY AGREEMENT**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF**

**Western Saddle Club of Phoenix, Inc. (hereinafter referred to as W.S.C.)** I, \_\_\_\_\_ on behalf of myself (and my minor child)

Name  
\_\_\_\_\_ reside at \_\_\_\_\_  
Name Street Address  
in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. (Fill out if information is different from  
above).  
City State Zip

I HEREBY:

1. Acknowledge that a horse or mule may, without warning or 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 AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. RELEASE, DISCHARGE AND PROMISE NOT TO SUE **W.S.C. OFFICERS, EMPLOYEES AND AGENTS** (HEREINAFTER THE "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
4. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, 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 and shall continue in full legal force and effect.
5. Acknowledge that this document is a contract and agree that if a lawsuit is filed against **W.S.C.** for ANY injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by **W.S.C.** in defending such action.
6. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

**I have read this waiver . I fully understand it is a promise not to sue and to release THE WESTERN SADDLE CLUB, its owners, employees and agents for all claims.**

X \_\_\_\_\_ DATE \_\_\_\_\_