

# Superstitions, O.K. Corral Stables, Inc.

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO 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 THE STABLE, ITS OWNER, EMPLOYEES AND AGENTS (THE "RELEASEES"). THIS RELEASE IS MADE PURSUANT TO ARIZONA REVISED STATUTE §12-553.

I, \_\_\_\_\_, on behalf of myself (and my minor child \_\_\_\_\_),

reside at \_\_\_\_\_  
Street Address City State Zip

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, trip, roll, 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 to the ground 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 the extent of their training and past performance.
3. Acknowledge and willingly assume and accept full responsibility for all risk to personal safety and welfare including danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided by the Releasees.
4. Release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releasees.
5. Release the Releasees from any claim that the Releasees were negligent in connection with my or my child's riding a horse, including but not limited to, training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or death.
6. Indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.
7. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of 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 or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. This Agreement does not release or waive Releasees liability or assume the risk of or indemnify Releasees from grossly negligent, willful, wanton or intentional acts or omissions or Releasees.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releasees in defending such an action.
10. IT IS RECOMMENDED THAT I, MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.

I (and for my child) decline to wear a helmet (please initial here): \_\_\_\_\_

11. 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 behalf of the minor.

I have read this document. I understand it is a promise not to sue and to release the stable, its owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of the horseback riding experience.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE