

**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 _____ who is/are (*check one*) ● an individual(s) ● a corporation or LLC (hereafter referred to as "**Stable**") 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 Stable'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: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

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 Stable to list all possible equine-related risks in this document or at any time.

INITIAL HERE: _____ 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;

(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;

(c) to the fullest extent allowed under Arizona law, Stable 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

(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 Stable's gross negligence or willful, wanton, or intentional acts or omissions.

INITIAL HERE: _____ 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 **Stable** 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 **Stable** 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 _____ (on behalf of **Stable**). 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 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

- ____ ● 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:
"STABLE" REPRESENTATIVE**

SIGNATURE: _____

DATE OF SIGNATURE: _____

STATE SPECIFIC STATUTES AND LAWS

WARNING: Under Alabama law an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

WARNING: Under Alaska law a person who participates in equine activities assumes the inherent risks in that activity and is legally responsible for all injuries or death to the person or other persons and for all damage to property that results from the inherent risks in that activity.

WARNING: Under Arizona Law an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from ordinary negligence or the inherent risks of equine activities. By signing below, you acknowledge that you are aware of the inherent risks associated with equine activities, you are willing and able to accept full responsibility for your own safety and welfare and the safety and welfare of a minor participant for whom you are responsible, and you release the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.

WARNING: Under Arkansas Law an equine activity sponsor, livestock activity sponsor, livestock owner, livestock facility, and livestock auction market are not liable for an injury to, or the death of, a participant in equine activities or livestock activities resulting from the inherent risk of equine activities or livestock activities.

WARNING: Under California law, riders assume the risks of equine activities and equine activity sponsors cannot be held liable for the inherent risks of equine activities.

WARNING: Under Connecticut Law participants assume the risk and legal responsibility for any injury to person or property arising out of the hazards inherent in equestrian sports.

WARNING: Under Colorado Law an equine professional is not liable for injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

WARNING Under Delaware Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Delaware Code Title 10, Section 8140.

WARNING: Under Florida Law an equine sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities."

WARNING: Under Georgia law an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of the equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

WARNING: Under Hawaii law In any civil action for injury, loss, damage, or death of a participant, there shall be a presumption that the injury, loss, damage, or death was not caused by the negligence of an equine activity sponsor, equine professional, or their employees or agents, if the injury, loss, damage, or death was caused solely by the inherent risk and unpredictable nature of the equine. An injured person or their legal representative may rebut the presumption of no negligence by a preponderance of the evidence. Hawaii Revised Statutes 663B-2.

12-553. Limited liability of equine owners and owners of equine facilities; exception; definitions

A. An equine owner or an agent of an equine owner who regardless of consideration allows another person to take control of an equine is not liable for an injury to or the death of the person if:

1. The person has taken control of the equine from the owner or agent when the injury or death occurs.
2. The person or the parent or legal guardian of the person if the person is under eighteen years of age has signed a release before taking control of the equine.
3. The owner or agent has properly installed suitable tack or equipment or the person has personally tacked the equine with tack the person owned, leased or borrowed. If the person has personally tacked the equine, the person assumes full responsibility for the suitability, installation and condition of the tack.
4. The owner or agent assigns the person to a suitable equine based on a reasonable interpretation of the person's representation of his skills, health and experience with and knowledge of equines.

B. Subsection A does not apply to an equine owner or agent of the equine owner who is grossly negligent or commits wilful, wanton or intentional acts or omissions.

C. An owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine with or without the owner's permission is not liable for injury to or death of the equine or the rider or handler.

D. Subsection C does not apply to an owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine if either of the following applies:

1. The owner, lessor or agent knows or should know that a hazardous condition exists and the owner, lessor or agent fails to disclose the hazardous condition to a rider or handler of an equine.
2. The owner, lessor or agent is grossly negligent or commits wilful, wanton or intentional acts or omissions.

E. As used in this section:

1. "Equine" means a horse, pony, mule, donkey or ass.
2. "Release" means a document that a person signs before taking control of an equine from the owner or owner's agent and that acknowledges that the person is aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for his own safety and welfare and releases the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits wilful, wanton or intentional acts or omissions.