

The Orchards Ranch

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

I, _____ (hereinafter the "Undersigned")
(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, THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule may, without warning or any 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 to the Undersigned or any person within close proximity of a horse.

2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by The Orchards Ranch or any of its owners, agents or employees.

4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE The Orchards Ranch or any of its property owners, management companies or any of its owners, agents or employees for any loss, damage, injury (including death) or cost to me or my child arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of the tack or equipment provided by The Orchards Ranch.

5. Release The Orchards Ranch or any of its owners agents or employees from any claim that such The Orchards Ranch was 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 adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by The Orchards Ranch or being on the premises of the Stable, which resulted in loss, damage, injury or death.

6. INDEMNIFY, AND SAVE AND HOLD HARMLESS The Orchards Ranch or any of its property owners, management companies or any of its owners, agents or employees 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 or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and use of tack and equipment provided therewith from or contributed to by my or my child's own negligence.

7. Agree to abide by and follow any instructions given or rules established by The Orchards Ranch or any of its employees, guides or wranglers with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any tack and equipment provided therewith.

8. Agrees that the Undersigned has read and understands the language of ARS 12-553 of the Arizona Revised Statutes provided by The Orchards Ranch.

9. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by 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, illegal or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired and shall continue in full legal force and effect.

10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against The Orchards Ranch or any of its property owners, management companies or any of its owners, agents or employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and all costs incurred therein.

I have read this document. I understand it is a promise not to sue and to release and indemnify The Orchards Ranch or any of its property owners, management companies or any of its owners, agents or employees for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to The Orchards Ranch 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 horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Minor Children to be covered by this waiver to whom you are the legal guardian:

1. _____

2. _____

3. _____

4. _____

Signature

Date

Printed Name

Witness

Arizona Revised Statutes

Title 12 Chapter 5 Article 3

ARS 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.