

ACKNOWLEDGEMENT OF RISK

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.

I, on behalf of myself (and / or my minor child) _____)

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**:

ACKNOWLEDGE, "Equine" means a horse, pony, mule, donkey or ass and 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.

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 equine, regardless of their training and past performance. That I have taken control of said "Equine".

RELEASE, DISCHARGE AND PROMISE NOT TO SUE SUNHEART RANCH LLC AND BRENNER HILL LLC AND / OR MCKENNA YOUTH FOUNDATION" (herein the "Stable") doing business under its own name or any other name and/or any of its owners, officers, employees and agents, 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.

1. **RELEASE THE STABLES** from any claim that such "STABLES" are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
2. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Instructor & Premises Owner and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.

THE UNDERSIGNED, expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by **THE STATE OF ARIZONA** and is intended to be as broad and inclusive as is permitted by **ARIZONA LAW, (RIDE AT YOUR OWN RISK)** Does not apply to an equine owner or agent of the equine owner who is grossly negligent or commits willful, wanton or intentional acts or omissions 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. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

3. **STATE THAT I AM NOT NOW PREGNANT** and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.

4. **IT IS RECOMMENDED THAT MY CHILD AND ALL RIDERS WEAR 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 / or for my child) decline to wear a helmet (please initial here): _____

5. 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 ENTIRE RELEASE OF LIABILITY AND FULLY UNDERSTAND – A “Release” means this document that I sign before taking control of an “Equine” from the “Stable” or agent and acknowledge that I am aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for myself and/or child’s own safety and welfare and releases the “Stables” or agent from liability unless “Stable” or agent is grossly negligent or commits willful wanton or intentional acts or omissions. This is a promise not to sue and to release the “Stable”, It’s 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 “Stable” 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.

_____ [Date]

_____ [Signature]

Signers Full Name: _____

Signers Address: _____

Signers Phone # _____

PARENT / GARDIAN WAIVER – FOR MINOR

If the person who is to enter into this agreement is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, _____, acting as parent, natural guardian or legal

guardian of _____ (hereinafter “Minor”) hereby affirms that he/she had read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the Minor, and agrees to indemnify and hold harmless the “Stables” from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of Minor in executing this Agreement.

Parent / Guardian _____