

# **DESERT SPORT HORSE, LLC & LAURA B'S EVENT TRAINING, LLC RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

(Revised 1.1.19)



READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. YOU ARE ACKNOWLEDGING THAT YOU 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 Desert Sport Horse, L.L.C. (Herein after Desert Sport Horse) & Laura B's Event Training, L.L.C. (Herein after Laura B's Event Training). ITS OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

I, \_\_\_\_\_ on behalf of myself (or my minor child) ( \_\_\_\_\_ ) reside at \_\_\_\_\_ (address), in \_\_\_\_\_, (city), \_\_\_\_\_ (state), \_\_\_\_\_ (zip).

In consideration for allowing me (and/or my minor child) to partake in Equine Activities on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge awareness of the inherent risks associated with equine activities and am willing and able to accept full responsibility for my and my child's own safety and welfare.
2. Acknowledge that a horse, pony, mule, donkey or ass 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.
3. ACKNOWLEDGE THAT EQUINE ACTIVITIES ARE INHERENTLY DANGEROUS INVOLVING RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH TO RIDER, HORSE, SPECTATORS, TRAINERS AND OTHERS, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
4. Voluntarily assume the risk and danger of injury or death inherent in equine activities at Desert Sport Horse & Laura B's Event Training.
5. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by equine professionals or Desert Sport Horse & Laura B's Event Training.
6. RELEASE, and DISCHARGE Desert Sport Horse & Laura B's Event Training, doing business under its own name or any other name and/or any of its owners, 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, my child, my horse(s), the horse(s) of my child or property. As provided by A.R.S. Section 12-553, the Releasees are not intended to include an equine owner or equine owner's agent who is grossly negligent, or commits willful, wanton or intentional acts or omissions in connection with an accident involving horse and rider or handler.
7. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my or my child's experience, knowledge 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.
8. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Desert Sport Horse & Laura B's Event Training 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 Equine Activities or my or my child's use of the horse and any equipment of gear provided therewith or any acts or omissions of Equine Professionals, wranglers or other employees or agents.
9. 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, 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.
10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Desert Sport Horse & Laura B's Event Training, or its owner, agents, or employees, for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Releasees in defending such an action.

