

RELEASE AND WAIVER OF LIABILITY,

ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of any horseback riding or horse related services rendered by ANITA NORTON DBA ARIZONA HORSERIDING ADVENTURES™, the undersigned participant understands and fully agrees to hold harmless Anita Norton, dba Arizona Horseriding Adventures, its employees and agents, Justice Brothers Ranch, and its employees and agents, hereinafter referred to as the Stable and Releasees, against any losses, claims, demands, suits, actions, recoveries and judgments of every nature and description arising out of any equine service provided by the Stable and Releasees.

In consideration for allowing me or any of my minor child(ren) to be present in the area of horses, to handle and/or ride a horse and on behalf of myself, my child(ren) or our personal representatives, heirs, next-of-kin, spouses and assigns, I **HEREBY ACKNOWLEDGE:** 1.) that any activity involving horses is inherently dangerous, 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 their training and past performance; 2.) that I or my child(ren) may be thrown from, stepped on, bitten by, kicked by, or injured in any other way by any horses(s) present at an equine facility or location where horse riding instruction is provided, regardless of whether or not said horse(s) are owned by or connected with the Stable or Releasees; 3.) that an equine may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, roll, spook, jump obstacles, step on a person's feet, push or shove a person, fight with another horse, or make other unexpected or erratic movements; 4.) In addition, equipment may fail, saddles and/or bridles may loosen or break. Any of the mentioned or other conditions may cause a rider to fall off the horse or be jolted, possible resulting in serious bodily injury or death.

I hereby **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Instructor, Stable or Releasees doing business under the above referenced name or any other name for any loss, liability, damages or costs whatsoever arising out of or related to any loss, damage, or injury, including death, to my person or that of my child(ren) or property.

I **INDEMNIFY, AND SAVE AND HOLD HARMLESS**, the Instructor, Stable and Releasees, including premises owner and its employees and agents from and against any loss, liability, damage or costs that may incur arising out of or in any way connected with either my or my child(ren)'s use of the horse and any equipment or gear provided therewith or any acts of omissions of Instructor, Stable, and Releasees 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, 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. I further acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable, Instructor, and/or Releasees 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.

The undersigned is aware of these potential dangers and understands that any equine may behave in an unpredictable and irrational manner, regardless of its training or past performance, and chooses to participate or allow their minor child(ren) to participate and/or be on the premises and does so of his/her own free will and has concluded that the risks involved and the Release and Waiver of Liability is worth the opportunity of a horseback riding experience.

Under Arizona 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 Arizona Revised Statutes 12-553.

<i>Participant's Name</i> _____		<i>Age</i> _____	
<i>Address</i> _____	<i>City</i> _____	<i>State</i> _____	<i>Zip</i> _____
<i>Phone</i> _____	<i>Email:</i> _____		
<i>Date</i> _____			
<i>Participant's Signature</i>			
<i>(Signature of Parent or Legal Guardian, if participant is under 18 years of age)</i>			
<i>Printed Name of Parent or Legal Guardian</i>		<i>Emergency Phone Number</i>	

ARIZONA HORSERIDING ADVENTURES™

Authorization for Emergency Medical Treatment Form

Participant Volunteer

Name _____ DOB: _____ Phone _____

Address _____ City _____ State _____ Zip _____

Physician's Name: _____ Preferred Medical Facility _____

Health Insurance Company _____ Policy# _____

Allergies to medications: _____ Current medications: _____

Emergency contacts:

Mother's Name: _____ Phone: _____

Father's Name: _____ Phone: _____

Other Name: _____ Relationship: _____ Phone: _____

Consent Plan

In the event emergency medical aid/treatment is required for the above named participant or any family member present due to illness or injury during the process of receiving services from Anita Norton DBA Arizona Horseriding Adventures™ or while being on the property of The Justice Brothers Ranch, I authorize Arizona Horseriding Adventures™ to: 1) Secure and retain medical treatment and transportation if needed; 2) Release a copy of emergency medical treatment form upon request to the authorized individual or agency involved in emergency medical treatment. This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "lifesaving" by the physician. This provision will only be invoked if the responsible person(s) above is unable to be reached.

Date: _____ Client/Parent or Legal Guardian Signature: _____

Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in the event of illness or injury to the above named participant or family member during the process of receiving services from Arizona Horseriding Adventures™ or while being on the property of The Justice Brothers Ranch. Parent or Legal Guardian must remain on site at all times during equine assisted activities.

Date: _____ Client/Parent or Legal Guardian Signature _____

PHOTO RELEASE: **I DO** _____ **I DO NOT** _____

Consent to and authorize the use and reproduction by ARIZONA HORSERIDING ADVENTURES of any and all photographs and any other materials taken of me or my child for promotional material, education activities, exhibitions, or for any other use for the benefit of the riding programs.

ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY

The above mentioned insurance policy, if coverage is indicated, will provide adequate protection in the event of an injury during participation in equine assisted activities provided by Arizona Horseriding Adventures™. Client or Parent/Legal Guardian, if participant is under 18 years old, understands that **he or she is solely responsible** for the payment of any medical treatment sought for any personal injury to himself/herself or to his/her minor child/ren occurring while on the premises of The Justice Brothers Ranch or while participating in services provided by Anita Norton DBA Arizona Horseriding Adventures, whether participant, child/ren or Parent/Legal Guardian has adequate or any insurance coverage.

Date: _____ Client/Parent or Legal Guardian Signature _____