

RELEASE AND HOLD HARMLESS

- A. **STABLE.** Stable shall mean, collectively, Valle Sol Equine, LLC, an Arizona limited liability company; RR-Ranch, an Arizona nonprofit organization; Samantha Walker Performance Horses, LLC, an Arizona limited liability company; and SWPH LLC, an Arizona limited liability company; all located at 15030 E. Chaparosa Way, Scottsdale, Arizona 85262.
- B. **PREMISES.** The premises are located at: 15030 E. Chaparosa Way, Scottsdale, Arizona 85262 (“Premises”). Rider specifically acknowledges that this Release and Hold Harmless is effective as against Stable, even if Rider is participating in an activity that is NOT on the Premises, but in any way related to the Stable.
- C. **AGREEMENT PURPOSE.** In consideration of the signing of this Agreement in exchange for being permitted to interact with horses related to the Stable, regardless of whether a fee is paid, I, the following listed individual and the parent or legal guardians thereof if a minor, do hereby agree to each and every term of this Release and Hold Harmless.

Rider Name _____ (“Rider”) Age (if under 21) _____

Horse Riding Experience: _____

Rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, shall be subject to the terms of this Release and Hold Harmless. Rider represents that all information provided to Stable is accurate, and that he/she does not have any physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride or interact with a horse.

- D. **NATURE OF STABLE HORSES.** Rider understands that interacting with horses and horseback riding is classified as a rugged adventure recreational sport activity, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions; Related injuries can be severe. Rider understands that no horse is completely safe. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to stopping short, changing directions or speed at will, bucking, rearing, kicking, biting or running from danger.
- E. **RIDER RESPONSIBILITY.** Rider understands that upon taking control of a horse, whether or not mounted, the Rider is in primary control of the horse. The Rider’s safety largely depends upon the Rider’s ability to carry out instructions, and the Rider’s ability to remain balanced aboard the moving animal. Rider agrees that Rider shall be responsible for his/her own safety.
- F. **CONDITIONS OF NATURE.** Rider understands that Stable is NOT responsible for total or partial acts, occurrences or elements of nature, such as thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which can scare a horse, cause it to fall, or react in some other unsafe way.
- G. **PROTECTIVE HEADGEAR.** Rider understands that he/she have been made aware of the benefits of wearing protective headgear (riding helmet) by the Stable and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is the Rider’s decision as to whether he/she will wear a helmet.
- H. **PHOTO/VIDEO RELEASE.** I hereby give permission for images of myself or my minor child, captured at or by Stable through video, photo and digital camera, to be used solely for the purposes of Stable promotional material and publications, and waive any rights of compensation or ownership thereto.

- I. **APPLICABLE LAW, JURISDICTION, VENUE AND ATTORNEY'S FEES.** This Agreement shall be construed and governed by the laws of the State of Arizona. Jurisdiction and venue for all disputes connected with this Agreement shall be in Maricopa County, Arizona. In the event a lawsuit is brought related to this Agreement, Stable shall be entitled to recover its attorney's fees and costs incurred.
- J. **LIABILITY RELEASE.** In consideration of the Stable allowing Rider's participation in this activity, whether for compensation or not, whether on the Premises or not, under the terms set forth herein, Rider and the parent or legal guardian thereof if a minor, do agree to hold harmless and release the Stable from any loss, damage or legal liability from injury of any nature I, or my minor child, may sustain due to the action or inaction of the Stable. I further agree that, I shall bring no claims, demands, actions and causes of action and/or litigation, against the Stable, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the Premises and operations of the Stable, to include while riding, handling, or otherwise being near horses. This release applies to Lessee, whether Lessee is on the Premises or not (off Premises).

WARNING:

Under the Arizona Equine Activity Liability Act, Arizona Revised Statute § 12-553, the Stable, regardless of consideration, is not liable for an injury to or the death of Rider.

Rider acknowledges the inherent risks associated with equine activities, and is willing and able to accept full responsibility for his/her own safety and welfare and releases the Stable, and any other equine owner or agent, from liability unless the Stable, equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions. Rider also acknowledges that Rider executes this Agreement on behalf of Rider, as well as all of Rider's children, family members and guests.

SIGNER STATEMENT OF AWARENESS

I acknowledge that I have had an opportunity to read and thoroughly review this Release and Hold Harmless before taking control of any horse or equine from the Stable (or any agent of the Stable, and I am aware of the inherent risks associated with equine activities. I am willing and able to accept full responsibility for my own safety and welfare, hereby release the Stable from all liability related to my interaction with any equine located on the Premises.

This Release shall apply to all activities conducted by the Stable and/or on the Premises, including activities in the future and activities that are NOT on the Premises (but related to the Stable). It is not necessary for Stable to obtain a similar Release for each time Rider visits the Premises or takes lessons from the Stable.

**WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT,
WARNINGS, RELEASE AND ASSUMPTION OF RISK.**

SIGNATURE OF RIDER Date

SIGNATURE OF PARENT/GUARDIAN Date
(if Rider is under 18 Years Old)

Address: _____

Emergency contact information: _____