

SUPERSTITION'S O.K. CORRAL STABLES INC.

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS.

[THIS RELEASE IS MADE PURSUANT TO ARIZONA REVISED STATUTE 12-553.

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.]

I, _____ [PRINT FIRST & LAST NAME] on behalf of myself (and minor child or children if applicable)

_____ [PRINT FIRST & LAST NAME OF CHILD/CHILDREN]

Reside at _____, _____, _____, _____
[STREET ADDRESS] [CITY] [STATE] [ZIP]

In consideration for allowing me (or my minor child/children) to handle and ride a horse and on behalf of myself, my child/children or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, trip, roll, 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 to the ground or be jolted, resulting in serious injury or death.
2. 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 horses, regardless of the extent of their training and past performance.

- 3. Acknowledge and willingly assume and accept full responsibility for all risk to personal safety and welfare including danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided by the Releasees.
- 4. I recognize there is an element of risk in any adventure, sport, or activity associated with the outdoors and/or horse related activities. I am also fully cognizant of the risks and dangers inherent in activity. Knowing of the inherent risks of horses, horseback riding, packing gear on horseback, wilderness areas, back country, remote trails, desert and forested regions, their dangers, and rigors required of said activity(s), I certify that I and my family, including minor children, are fully capable of participating in the said activity(s). Therefore, I assume full responsibility for personal injury to myself and/or to members of my family, or for loss or damage to my personal property and expenses thereof as a result of my negligence or the negligence of my family participating in said activity(s) except to the extent such damage or injury may be due to the gross negligence of SUPERSTITION'S O.K. CORRAL STABLES INC. I further understand that SUPERSTITION'S O.K. CORRAL STABLES INC., reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in any horse and/or horseback riding activity(s).
- 5. Expressly agree that the foregoing waiver and assumption of risk, is governed by the 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 or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
- 6. This Agreement does not release or waive Releasees liability or assume the risk of or indemnify Releasees from grossly negligent, willful, wanton or intentional acts or omissions of Releasees.
- 7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay all attorneys; fees and cost incurred by the Releasees in defending such an action.
- 8. IT IS RECOMMENDED THAT I, MY CHILD AND ALL RIDERS WEAR A 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 decline to wear a helmet (please sign here): _____

I decline for my child or children to wear a helmet (please sign here if applicable): _____

- 9. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or legal guardian must read this Agreement and sign below on behalf of the minor.

I have read this document. I understand it is a promise not to sue and to release the stable, its owners, employees and agents. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child/children 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 the horseback riding experience.

DATE

SIGNATURE