

**PROPERTY ACCESS, EQUINE ACTIVITIES RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY. BY SIGNING YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF THE USE OF AN EQUINE OWNED, MANAGED, OR BOARDED BY **ROGERS BANDALERO RANCH** (THE "RANCH"), ENGAGING IN EQUINE ACTIVITIES OR OTHERWISE INTERACTING WITH A HORSE AT 8526 E. TANQUE VERDE ROAD, TUCSON, ARIZONA 85749 (THE "PROPERTY").

ENTER 1-10. 1 FOR BEGINNER, 10 FOR EXPERT

PARTICIPANT NAME: _____ **HORSEBACK RIDING SKILL:** _____

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE NUMBER: _____ **EMAIL ADDRESS:** _____

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, I accept and agree to the terms of this Equine Activities Release, Waiver of Liability, Assumption of Risk & Indemnity Agreement (the "Agreement") in exchange for permission for me/the above-named participant for whom I am the legal guardian to access the Property and engage in activities with an equine (donkey, mule, horse) owned, managed, or boarded by the Ranch or otherwise kept at the Ranch Property (a "Ranch Horse").

1. ACCESS TO THE PROPERTY AND NATURE OF ACTIVITIES: Having access to the Property allows you/the participant to be physically present at the Property. You/the participant may further be allowed to engage in equine activities, meaning to interact with and ride Ranch Horses. Equine activities including, without limitation, being around and riding horses/donkeys, comes with inherent risk. Equines are powerful and unpredictable creatures whose actions may cause physical harm. While riding an equine, its behavior can lead to you/the participant falling off or being thrown from their backs, and potentially dragged, or thrown on the ground or into trees, fences, gates, or other physical obstacles, which can cause bodily harm or death. Equine may bite, kick, stomp, trip, collide with or otherwise injure you/the participant. The operation of the Property may require the use of heavy equipment, sharp objects, biological/chemical agents and other hazards. Being around such hazards may result in injury to person or property. **Initials** _____

2. ACKNOWLEDGMENT: By signing this Agreement, I hereby acknowledge on behalf of myself, or the above-named participants for whom I am the legal guardian, that I have familiarized myself with the nature of the equine activities. I recognize and accept the inherent risks involved, including but not limited to abrasions or contusions from direct contact with the animals not under my control, trauma incurred from falling or being thrown from an equine while riding, injury caused by contact other participants, the Property's improvements or natural elements thereon, and/or equipment used on the Property, allergic or adverse reactions, tripping on or over objects, slipping on wet or muddy surfaces, all of which could result in death, disability, damage to property and other possible injury. I/the participant want to access the Property despite the serious risks involved. *I understand that I/the participant should not approach or initiate contact with a Ranch Horse unless following the direction of Ranch Personnel. The Ranch recommends a safety helmet be worn when riding, but does not provide helmets. I acknowledge and accept that I am solely responsible for my/the participant's actions and consequences thereof on Property or while engaged in any activity with a Ranch Horse.* **Initials** _____

- 3. ASSUMPTION OF RISK /HOLD HARMLESS:** To the greatest extent permissible under Arizona law, I assume all risk of injury, death, or other damages that may be incurred at, and accept full responsibility for my/the participant's safety and welfare while on the Property, or engaged in equine activities with a Ranch Horse. I hereby acknowledge that the Ranch bears no responsibility for my/the participant's health, safety, welfare or necessary medical care while I/the participant am/is present at the Property and/or interacting with or riding a Ranch Horse even if/when under Ranch supervision. I agree to hold the Ranch harmless in the event my/the participant's presence on the Property or use of a Ranch Horse results in any injury, death, or damages to myself, the participant or any other party for which I am responsible. **Initials** _____
- 4. RELEASE OF LIABILITY/WAIVER OF CLAIMS:** I understand that A.R.S. § 12-553 limits the liability of an equine owner and/or the owner of an equine facility. I, and on behalf of my/the participant and our heirs and estate, further hereby fully release and forever waive any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of any kind or nature whatsoever that may arise against the Ranch and its principals, managers, agents, employees, heirs, successors in interest and/or assigns in connection with any injury sustained to any person(s), including myself/the participant, or to the property of any person(s) caused by/in connection with or arising out of my/the participant's presence at the Property, or my/the participant's involvement in equine activities, including riding or otherwise interacting with a Ranch Horse. **Initials** _____
- 5. INDEMNITY:** I agree, to the fullest extent under the laws of the State of Arizona, to indemnify and hold harmless the Ranch and its principals, managers, agents, employees, heirs, successors in interest and assigns from any and all law suits, claims, demands, causes of action, damages, costs, expenses, losses or liabilities in law or in equity of any kind or nature whatsoever arising out of or in connection with any injury sustained to myself/the participant, or any person(s) or to the property of any person(s) caused by or in connection with my/the participant's presence at the Property, or my participation or the participation of any person as caused by me/the participant in any activity at the Property, or my/the participant's use of a Ranch Horse on or off the Property. I shall at my own expense defend any and all suits, actions, or other legal proceeding that may be instituted by any third party against the Ranch, its principals, managers, agents, employees, assigns, heirs and/or successors in interest from any such claim, demand or cause of action. I shall further immediately pay and satisfy any judgment that may be rendered against the Ranch, its principals, managers, agents, employees, assigns, heirs and/or successors in interest and reimburse the same for any legal expenses incurred in connection therewith or for enforcing the indemnity granted herein. **Initials** _____
- 6. WILLFUL AGREEMENT:** I hereby warrant that I clearly understand the terms of this Agreement. I am not relying on any representation, written or oral, expressed or implied, made to me by any person other than as set forth herein. I am entering into this legally binding Agreement willfully and freely, without duress in exchange for the priveledge of me/the participant being allowed to access the Ranch Property and/or participate in equine activities with a Ranch Horse. I further agree that the invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect.

Signed: _____ Dated: _____

Printed Name: _____ Ranch Witness: _____