



PASTURE TURNOUT & RELEASE OF LIABILITY AGREEMENT

This Pasture Turnout & Release of Liability Agreement (the "Agreement") is entered into this _____ day of _____, 20____ by and between _____ (the "Owner(s)") and Rogers Bandalero Ranch (the "Ranch").

WHEREAS, the Ranch offers equine boarding and care services which include pasture turnout; and

WHEREAS, the Owner wishes to have the Ranch perform pasture turnout for it; and

WHEREAS, as partial consideration for performing pasture turnout for its client owners, the Ranch requires that such owners agree to be bound by the pasture turnout rules and release the Ranch from any and all liability it may have for the same; and

WHEREAS the Owner agrees to be bound by the pasture turnout rules and to release the Ranch from liability in accordance with the terms of this Agreement.

NOW THEREFORE, in accordance with the terms of this Agreement and other good and valuable consideration the sufficiency of which is hereby acknowledged.

1. Incorporation. The recitals stated above are hereby incorporated into this Agreement by reference.
2. Pasture Turnout. Upon Owner's agreeing to be bound by the terms of this Agreement, the Ranch will make pasture turnout available for the below described Horse. The Ranch reserves the right to charge the Owner fees in accordance with the Boarding Agreement for pasture turn out or other services it provides. Absent any other Agreement to the contrary, Pasture Turnout shall be billed at a rate of Thirty Dollars (\$30.00) per month. This fee will not be pro-rated. This fee shall cover a single pasture turnout session a day, three (3) separate days a week, for approximately thirty (30) minutes per session.
3. The Horse.
Name: _____
Sex: _____
Markings: _____
4. Pasture Turnout Rules.
 - i. The 30-minute period is **NOT** to be broken up into several smaller sessions or combined into longer sessions (i.e. your horse may not be turned out twice for 15 minutes at a time to equal a 30-minute period or for an hour to make up for 2 sessions).
 - ii. Only Ranch approved trainers, trainers' staff or Ranch staff may turn the horses out into the pastures. Owners may NOT turn their own horses out in the pastures.
 - iii. The charge for Pasture Turnout is a flat fee, and will not be prorated. This fee is subject to change with thirty (30) days' notice. Pasture Turnout is billed at the end of the month for which the horse was turned out.

- iv. The breeding program has precedence when it comes to pasture availability as this was the original intent for the fields.
5. Assumption of Risk. Owner acknowledges there are inherent risks associated with equine activities, and hereby expressly assumes, to the greatest extent permissible under the law, all risks associated with participating in or having the Horse participate in any such activities, including those of injury, death or other damages that may be incurred. The inherent risks include, but are not limited to the propensity of equine to engage in running, bucking, biting, kicking, shying, stumbling, rearing, tripping and falling, collisions with other animals, and unpredictable responses to sudden movements, loud noises, and unfamiliar objects any of which that may result in an injury, harm or death to the equine or the persons around them. Furthermore, despite the Ranch's best efforts, there remains the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. The Owner expressly agrees to personally assume all risk of loss for any injury to or death of him or herself, those third parties whom he or she brings to the ranch to engage in equine activities, and/or to the Horse(s) relating to or arising out of the Ranch furnishing board, care, pasture turnout, or other services to the Owner's Horse.
6. Release of Liability & Indemnity. The Owner agrees to 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/or its principals, managers, agents, employees, heirs, successors in interest and/or assigns in connection with any injury sustained to any person(s), including Owner, or to the property of any person(s), including the Horse, caused by/in connection with or arising out of Owner's involvement in equine activities at the Ranch or any of its facilities. Owner further agrees to the fullest extent permissible 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 Owner, or any person(s) or to the property of any person(s) caused by or in connection with Owner or Horse's presence at the Ranch or its facilities. Owner shall at his or her 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. Owner 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.

Owner Signature: _____

Date: _____

Trainer Name: _____