

## EQUESTRIAN CENTER

### GENERAL RELEASE OF LIABILITY

For consideration received, and in return for the use, today and on all future dates, of the American Ranch Equestrian Center property, facilities and services owned by the American Ranch Community Association, hereinafter referred to as "ARCA", and managed by HOAMCO., hereinafter referred to together as the "Manager", \_\_\_\_\_, hereinafter referred to as "Rider/Visitor", for himself or herself and for his or her heirs, executors, distributees, successors, assigns, and representatives, hereby agrees as follows:

1. Rider/Visitor acknowledges there are inherent risks associated with being on the Equestrian Center premises, including risks of bodily injuries from being in close proximity to horses, dogs, cattle and other livestock whether as a rider, spectator or visitor and from equine activities such as described below, and hereby expressly assumes all risks associated with being on such premises and participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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.

Rider/Visitor acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider/Visitor assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider/Visitor agrees to abide by and follow ARCA's and the Manager's rules and regulations which shall be posted and/or available from time to time. Rider/Visitor further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider/Visitor. Rider/Visitor assumes all risks therefor and warrants a full and fair disclosure of Rider/Visitor's abilities has been made to the manager.

Rider/Visitor expressly releases ARCA and the Manager and their respective members, owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and insurers, and others acting on ARCA's or the Manager's behalf, (hereinafter, collectively referred to as "Indemnitees") from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by ARCA, the Manager or their respective representatives, agents or employees.

#### **WARNING**

**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.**

2. Rider/Visitor agrees to hold harmless, indemnify and defend the Indemnitees against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorneys' fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider/Visitor's use of or presence upon the property of ARCA and the Equestrian Center facilities located thereon and from any and all claims arising from damage or injury to anyone caused by the horse ridden by Rider/Visitor.

3. In the event Rider/Visitor is using Rider/Visitor's own horse, or a horse not owned by ARCA or boarded at the Equestrian Center, Rider/Visitor warrants said horse shall be free from infection, contagious or transmittable diseases. The Manager reserves the right to refuse access or use of any horse upon the Equestrian Center premises that does not appear to the Manager to be in good health, or is deemed dangerous or undesirable.

4. Rider/Visitor agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

5. This Release shall be legally binding upon the Rider/Visitor, and upon his or her heirs, executors, distributees, successors, assigns and representatives. This Release is entered into in Yavapai County, Arizona and will be interpreted and enforced under the laws of Arizona. The venue for any disputes by the Rider/Visitor shall be Yavapai County, Arizona and the Rider/Visitor voluntarily hereby submits to the jurisdiction of the courts of Yavapai County, Arizona. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim.

RIDER/VISITOR:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Guardian if Rider/Visitor is a minor

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Witness

Date: \_\_\_\_\_, 20\_\_