

# Big Chino Ranch, LLC Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE ORGANIZATION, ITS OWNER, EMPLOYEES AND AGENTS (“THE RELEASEES”).**

I, \_\_\_\_\_, on behalf of myself (and / or my minor child) \_\_\_\_\_

**IN CONSIDERATION** for allowing me (or my minor child) to be involved with an equine activity and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I **HEREBY**:

- 1. ACKNOWLEDGE**, “Equine” means a horse, pony, mule, donkey or ass and may, without warning or any apparent cause, buck, stumble, 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 or be jolted, resulting in serious injury or death.
- 2. ACKNOWLEDGE THAT HORSE ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS THAT MAY CAUSE SERIOUS INJURY AND, IN SOME CASES, DEATH**, because of the unpredictable nature and irrational behavior of equines, regardless of their training and past performance. I acknowledge having exclusive control and responsibility of said equine.
- 3. VOLUNTARILY** assume the risk and danger of injury or death inherent in the use of the equine, equipment, and facilities provided to me by Big Chino Ranch, LLC, hereinafter referred to as “the Organization”.
- 4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE** Big Chino Ranch, LLC (herein “the Organization”) doing business under its own name or any other name and/or any of its owners, officers, employees and agents, for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
- 5. RELEASE THE ORGANIZATION** from any claim that such Organization is or may be negligent in connection with my riding experience or ability including, but not limited to, clinic participation or any related activities including instruction on riding skills or leading and supervising riders.
- 6. INDEMNIFY, AND SAVE AND HOLD HARMLESS** Big Chino Ranch, LLC and Premises Owner and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse or my participation in any activities sponsored or planned by the Organization, including any agents or employees of Organization.
- 7. THE UNDERSIGNED** expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by **THE STATE OF ARIZONA** and is intended to be as broad and inclusive as is permitted by **ARIZONA LAW (i.e., RIDE AT YOUR OWN RISK)**, that it does not apply to an Organization owner or agent of the Organization owner who is grossly negligent or commits willful, wanton or intentional acts or omissions and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
- I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Organization or its owner, agents, employees, or anyone working under its direction for any injury or damage in breach of this contract, the Undersigned will pay all attorney’s fees and costs incurred by the Organization in defending such an action.

**9. IT IS RECOMMENDED THAT ALL RIDERS WEAR A PROTECTIVE HELMET.**

Understanding the risks involved with not wearing a helmet, I (and / or for my child) decline to wear a helmet (please initial here): \_\_\_\_\_.

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

**I HAVE READ THIS ENTIRE RELEASE OF LIABILITY AND FULLY UNDERSTAND – A “Release” means this document that I sign before taking part in an Equine activity hosted by, planned by or organized by the Organization or agent or taking place at said facility and I acknowledge that I am aware of the inherent risks associated with equine activities, am willing and able to accept full responsibility for my (and/or child’s) own safety and welfare and release the Organization and employees, representatives and agents from liability unless the Organization or its agent is grossly negligent or commits willful, wanton or intentional acts or omissions. This is a promise not to sue and to release the Organization, its owners, employees, and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Organization allowing me (or my child) to participate in an equine activity at Organization’s facility. I have voluntarily concluded that, while knowing the risks involved, the related signing of this release and waiver of liability is worth the pleasure of an equine-related experience.**

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature]

Signer Full Name: \_\_\_\_\_

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

Signer Phone # \_\_\_\_\_

Signer Email: \_\_\_\_\_ Receive notice of events/specials \_\_\_Yes\_\_\_No

**PARENT/GARDIAN WAIVER – FOR MINOR**

If the person who is to enter into this agreement is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, \_\_\_\_\_, acting as parent, natural guardian or legal guardian of \_\_\_\_\_ (hereinafter “Minor”) hereby affirms that he/she had read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the Minor, and agrees to indemnify and hold harmless the Organization from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of Minor in executing this Agreement.

Parent / Guardian \_\_\_\_\_