



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

By signing this Agreement, you are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage. Read this Agreement carefully before signing it. Your signature at the end of this document indicates your understanding of and agreement to its terms.

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this "Agreement") is entered into this ____ day of _____, 20__, by and between Desert Palms Riding Instruction, LLC, an Arizona limited liability company, d/b/a Desert Palms Equestrian Center (hereinafter "Desert Palms"), on the one hand, and _____, an individual (hereinafter "Indemnitor"), on the other hand.

DEFINITIONS

A. When used herein, the term "Desert Palms" shall mean and include any and all of the members, managers, owners, employees, teachers, instructors, trainers, staff, and agents of Desert Palms Riding Instruction, LLC, Desert Palms Equestrian Center, Desert Palms Diamondbacks Youth Club 7, and each of their subsidiaries, affiliates, personal representatives, heirs, next-of-kin, spouses and assigns.

B. When used herein, the term "Indemnitor" shall mean and include the individual signing below, and, as applicable when a minor is involved, the parent(s) or guardian(s) of the individual signing below and each of their personal representatives, heirs, next-of-kin, spouses and assigns.

DECLARATION

Indemnitor hereby declares as follows:

1. Indemnitor agrees to assume all responsibility and risk arising from the of riding horses while taking lessons or during general practice at Desert Palms or from any riding instructor on or off property owned by Desert Palms. Further, Indemnitor agrees to hold Desert Palms harmless for, from and against all damages or liability for any injury to person or property arising from riding lessons, general practice, riding camps, clinics, horse shows, tournaments,

equipment, and presence in the stables or grounds of Desert Palms. This release includes activities at remote locations (such as horse shows and trail rides). Indemnitor acknowledges there are inherent risks associated with equine activities such as described below, that risk of injury is a possibility, and hereby expressly assumes all risks associated with 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. Indemnitor acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Indemnitor assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Indemnitor agrees to abide by and follow Desert Palms rules and regulations, which shall be posted and/or available from time to time. Indemnitor further acknowledges that the behavior of any animal is contingent to some extent upon the ability of rider. Indemnitor assumes all risks therefore and warrants that a full and fair disclosure of Indemnitor's abilities has been made to Desert Palms.

2. Indemnitor consents to the performance of any necessary medical treatment in the case of injury. Such medical treatment includes, but not limited to, x-rays, physical examination, anesthetic, medical or surgical diagnosis or treatment and/or hospital service. This medical consent applies to any activities at Desert Palms or activities under the authority of Desert Palms at remote locations (such horse shows and trail rides).

3. Indemnitor understands that this consent is given in advance of any specific required diagnosis or treatment. It is given to encourage the staff at Desert Palms, hospital staff, and physicians to exercise their best judgment regarding the requirement of medical diagnosis or treatment. In the interest of obtaining the quickest possible medical treatment, Indemnitor agrees to pay all fees for doctors, hospitals, ambulances, and any other medical charges reasonably or necessarily incurred.

4. Indemnitor releases, discharges, and promises not to sue Desert Palms (hereinafter the "Release"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury including death to Indemnitor.

5. Indemnitor releases Desert Palms from any claim that Desert Palms is or may be negligent in connection with Indemnitor's riding experience or ability including, but not limited to, training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles or other equipment, or instruction on riding skills or leading or supervising riders.

6. Indemnitor indemnifies, saves and holds harmless Desert Palms for, from and against any loss, liability, damage, or cost Indemnitor may incur arising from or in any way connected with either Indemnitor's use of the horse and any equipment or gear provided therewith or any acts or omissions of Desert Palms.

7. Indemnitor agrees to abide by and follow any instructions given or rules established by Desert Palms with regard to Indemnitor's use of horses or any facilities or equipment provided therewith.

8. Indemnitor expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity 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, 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 legal force and effect.

9. Desert Palms and Indemnitor acknowledge and agree that this Agreement shall be, subject to the provisions of A.R.S. § 12-553, to the fullest extent possible. Unless otherwise prohibited by § 12-553, any action arising out of or under this Agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Indemnitor waives the protection of any other 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.

10. Indemnitor acknowledges that this document is a contract and agrees that if a lawsuit is filed against Desert Palms for injury or damage in breach of this contract, Indemnitor will pay all attorney's fees and costs incurred by the Desert Palms in defending such an action.

Helmets are required to be worn at all times when riding at Desert Palms or at remote locations under the direction or instruction of Desert Palms. Indemnitor acknowledges that any instance of riding without a helmet is Indemnitor's choice. Indemnitor specifically releases Desert Palm from any liability resulting from any injury or accident that might have been avoided through the proper use of a helmet. It is Indemnitor's responsibility to attain a helmet and to wear it properly. Helmets are provided by Desert Palms, but can be purchased for personal use.

Initials required next to the Indemnitor's selection.

_____ **I will wear a riding helmet every time I ride.**

_____ **I prefer not to wear a riding helmet when riding a horse.**

11. In the event Indemnitor is using Indemnitor's own horse, or a horse(s) not owned by Desert Palms, Indemnitor further warrants to Desert Palms that said horse(s) shall be free from infection, contagious or transmittable diseases. Indemnitor indemnifies, saves and holds harmless Desert Palms for, from and against any loss, liability, damage, or cost Indemnitor may incur arising from or in any way connected with either Indemnitor's use of its own horse or any horse not owned by Desert Palms, as well as the effects of any infection, contagious or transmittable disease may have on other horses at the Desert Palms facility. Desert Palms reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A PROMISE NOT SUE AND A RELEASE AND WAIVER AS SET FORTH ABOVE.

DESERT PALMS:

Desert Palms Riding Instruction, LLC, an Arizona limited liability company, d/b/a Desert Palms Equestrian Center

By: _____
Michelle McVey, Managing Member

INDEMNITOR: (Rider or Parent/Guardian)

Signature: _____

Name: _____

Address: _____

Telephone: _____

Date _____

PARENT/GUARDIAN WAIVER FOR MINOR

If the person who is engaging in the equestrian activities referenced above is under the age of eighteen (18), his/her parent or guardian must read and sign the following, and by his/her signature agrees to be included within the definition of Indemnitor:

I am the parent, natural guardian, or legal guardian of _____ (the "Minor"). I hereby affirm that I have read this Agreement, that I understand the contents of this Agreement, that this Agreement is a release of all claims for injury, death, and property damage arising out of the equestrian activities outlined above, and I further understand and consent to the terms of this Agreement on behalf of myself and on behalf of the Minor, and agree to indemnify, save and hold harmless Desert Palms as provided in this Agreement, as well as from any loss, liability, damage, or cost Desert Palms may incur because of any defect in or lack of capacity to act on behalf of the Minor in executing this Agreement.

Parent/Guardian:

Name: _____

Date: _____