



**“New Beginnings Paso Fino Horse Rescue, Inc.”
and
“Rancho de La Dama”**



"PARTICIPATION AGREEMENT, RELEASE, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK."

"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 INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS".

I, the undersigned, in consideration of the services of “Rancho de La Dama”; “New Beginnings Paso Fino Horse Rescue”, “Carson James Horsemanship, LLC”, “Golden Sage, LLC dba Flagstaff Riding Club and Equestrian Estates”; their officers, directors, agents, volunteers; affiliates or representatives, hereby agree to release and discharge the above stated organizations, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

- I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of those risks:
 - a) A horse 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 and 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.
- I acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
- I voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by any of the aforementioned organizations.
- I RELEASE, DISCHARGE AND PROMISE NOT TO SUE any of the above listed organizations doing business under their own name or any other name and/or any of their owners, officers, employees and agents (hereinafter referred to as “staff”), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
- I release the “staff”, from any claim that such “staff” are or may be negligent in connection with my riding experience or ability, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders.
- I INDEMNIFY AND SAVE AND HOLD HARMLESS all of the above mentioned organizations and their employees and agents against any loss, liability, damage or cost that may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or any acts or omissions of wranglers or other employees or agents.

- I agree to abide by and follow any instructions given or rules established by “Rancho de La dama”, “New Beginnings Paso Fino Horse Rescue, Inc.”, “Carson James Horsemanship, LLC”, “Golden Sage, LLC dba Flagstaff Riding Club and Equestrian Estates”; any of their affiliates, volunteers, employees, guides or wranglers with regard to my use of the horse or any equipment or gear provided therewith.
- I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
- I represent that, to the best of my knowledge, I am not pregnant and acknowledge that the above referenced organizations prohibit pregnant women from riding unless they provide written Doctor's permission to ride in any of their events.
- I represent that, to the best of my knowledge, I do not have a health condition that would make it inadvisable for me to participate in equestrian activities, and that I am not under the influence of alcohol and/or drugs, which are prohibited on any venues or properties upon which the above referenced organizations are utilizing for an event.
- The undersigned expressly agrees that the foregoing release and waiver of liability, assumption or risk, and indemnity agreement is governed by the State of Arizona and is intended to be as broad and inclusive as 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 full legal force and effect.
- I acknowledge that this document is a contract and agree that if a lawsuit is filed against “Rancho de La Dama”, “New Beginnings Paso Fino Horse Rescue, Inc.”, “Carson James Horsemanship, LLC”, “Golden Sage, LLC dba Flagstaff Riding Club and Equestrian Estates”; or their owner(s), agents, volunteers, employees, guides or wranglers for any injury or damage in breach of this contract, the undersigned will pay all attorney's fees and costs incurred by the aforementioned organizations in defending such an action.
- I further acknowledge and agree that any and all photographic images and/or videos which are taken of me at any event sponsored and/or held by “Rancho de La Dama” , “New Beginnings Paso Fino Horse Rescue, Inc.”, or “Carson James Horsemanship, LLC, may be used by any of the aforementioned organizations for future promotional purposes without any additional compensation to myself or my minor child/children, and that this is an unconditional release for such use.

****Initial_____****

Warning: UNDER ARIZONA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF THE EQUINE ACTIVITIES, PURSUANT TO ARIZONA STATUTES. (Primary Citation: AZ ST § 12-553)

(Alternate Citation: A. R. S. § 12-553)

I AGREE to the following in consideration for my participation in any **“Rancho de La Dama”**; and/or **“New Beginnings Paso Fino Horse Rescue, Inc.”** event: **Carson James Clinic – March 24-25, 2018**

I AGREE that I choose to participate voluntarily in this event with my horse, as a rider, driver, handler, lessee, owner, agent, trainer, auditor or as parent or guardian of a minor participant. I am fully aware and acknowledge that horse activities involve inherent dangerous risks of accident, loss and serious bodily injury, including broken bones, head injuries, trauma, pain, suffering or death (“harm”). **I AGREE to release and hold harmless Glenn Davis; Ingrid Davis; “Rancho de La Dama”; “New Beginnings Paso Fino Horse Rescue, Inc.”; “Carson James Horsemanship, LLC”; “Golden Sage, LLC dba Flagstaff Riding Club and Equestrian Estates”; and any clinicians, organizers, officials, employees, volunteers, agents, personnel, officers, directors or affiliated organizations** from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the above mentioned individuals or organizations. I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the above mentioned individuals or organizations. I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the above mentioned individuals & organizations and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse at this event. If I am a parent or legal guardian of a minor participant, I consent to the child’s participation and **AGREE** to all of the above provisions and **AGREE** to assume all of the obligations of this Release on the child’s behalf.

“MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT; UNDERSTAND IT COMPLETELY; UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS; AND AGREE TO BE BOUND BY ITS TERMS. I FURTHER UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.”

Signature: _____ Date: _____

Print Name _____ Date of birth (if minor) _____

If participant is a minor (under 18), signature below of parent or legal guardian is required. Signature above will be that of minor child(ren).

Parent or guardian: Signature

Signature: _____ Date: _____

Print Name _____

