

2018
GUEST



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Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND if applicable, YOUR MINOR(S)) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE ACTIVE AND/OR PASSIVE NEGLIGENCE OF CVEA OR ITS FACILITY CVEP, OR THE TOWN OF CHINO VALLEY, ARIZONA, AND/ OR THEIR OFFICERS, EMPLOYEES, AGENTS, SPONSORS, VOLUNTEERS, JUDGES, MANAGERS AND SANCTIONED ORGANIZATIONS (**hereinafter the "Released Parties"**). SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS EQUESTRIAN ACTIVITY. RELEASED PARTIES DO NOT GUARANTEE THE SAFETY OF INDIVIDUALS, FAMILY MEMBERS, FRIENDS OR THE HORSES INVOLVED IN THIS EQUESTRIAN ACTIVITY WITHIN THE CVEA OR ON ITS PROPERTY, THE CVEP.

I am _____ (hereinafter **THE UNDERSIGNED**).

In consideration for allowing **THE UNDERSIGNED** (and **THE UNDERSIGNED'S** MINOR(S) if so designated below) to handle and/or ride a horse and/or be in close proximity to a horse and on behalf of **THE UNDERSIGNED, THE UNDERSIGNED MINOR(S)**, and/or personal representatives, heirs, next-of-kin, spouses, guests and assigns, **THE RELEASED PARTIES** require that **THE UNDERSIGNED HEREBY:**

1. **ACKNOWLEDGES** that Arizona law requires the posting of signs for any equine activity that re-enforces a facility's limited liability and that those signs shall read: **Warning! Under Arizona law, an equine activity sponsor or professional shall not be liable for any injury to, or the death of a participant in equine activities resulting from the inherent risk of equine activities. (Code of Arizona 12-553)**
2. **ACKNOWLEDGES** that working with or riding a horse is a dangerous activity and involves risks that may cause serious injury and/or death because of the unpredictable nature and irrational behavior of any equine regardless of its training and past performances.
3. **ASSUMES** the risk and danger of injury or death inherent in equine activities and hereby release, discharge, and promise not to sue **THE RELEASED PARTIES** for any loss, liability, damage, or cost whatsoever arising from or related to any loss, damage or injury including death to my/our person(s) or property.
4. **RELEASES THE RELEASED PARTIES** from any claim that such **RELEASED PARTIES** are or may be negligent in connection to **THE UNDERSIGNED** experience or ability, including but not limited to training, riding, selecting any horse, or its maintenance, care, or the fit and adjustment of any equipment including but not limited to saddles, bits, bridles, and ropes, instruction or training equipment or any supervised or open riding activities held or sponsored by **THE RELEASED PARTIES**.
5. **INDEMNIFIES AND SAVES AND HOLDS BLAMELESS THE RELEASED PARTIES** from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event or use of a horse, and any equipment or gear provided therewith or any acts of omissions of **THE RELEASED PARTIES**
6. **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, and that in the event any portion of the agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforcement of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. ACKNOWLEDGES that this document is a contract and AGREES to pay all attorney fees and costs incurred if a lawsuit is filed against any one or any part of **THE RELEASED PARTIES** for any injury or damage in breach of this contract.
8. UNDERSTANDS that by signing this document, it is a promise not to sue and a release and indemnity against all claims.
9. IS ADVISED that **all persons should** wear a protective ASTM/SEI-approved helmet. **Initial Here:** _____
10. GRANT to CVEA and its authorized representatives' permission to record film or digital photography and/or video, pictures of my participation and any Minor(s) under my name. I further agree that any or all of the material photographed or digitally produced may be used, in any form, as part of any future publications, brochures, or other printed materials used to promote CVEA, and its property CVEP, and further that such use shall be without payment of fees, royalties, special credit, or any other compensation. Further, I understand that no photograph or video of any minor children NOT wearing a helmet will be used by CVEA. It is my responsibility to tell the photographer if I decline.
11. UNDERSTANDS that is this "**2018 Release and Waiver of Liability/Assumption of Risk and Indemnity**" is in force for the time period indicated and must be renewed yearly.

MY SIGNATURE INDICATES THAT

I am a guest of CVEA member and as such, I have paid a day use fee of \$5 and have read and agreed to the Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement (including the advisement to wear a helmet) and the Release and Waiver of Any Print or Digital Media to CVEA.

Print name of CVEA member: _____

Print Guest Name: _____

Signature of Guest: _____ **Date:** _____

MAY WE SEND YOU AN APPLICATION FOR MEMBERSHIP?

Early sign-up begins October 29, 2017. Two months free!

Print Email: _____



CHINO VALLEY EQUESTRIAN ASSOCIATION CODE OF CONDUCT

The intention of this contract is to establish clear and acceptable behavior expectations between the CVEA and its entity, Chino Valley Equestrian Park, and its membership. It is not intended to restrict the rights of anyone but to ensure that all participating members and guests participate in a safe and productive environment.

I/We have read and acknowledge by signature that we will abide by the following Code of Conduct.

All riders and guests WILL NOT:

- * be verbally or physically abusive to any person or animal on the CVEP premises.*
- * use any means of cheating or lying on any document or for any event on the grounds of CVEP.*
- * drink alcohol outside designated areas or bring their own alcohol to CVEP events. Violators are subject to removal from events and to due process and penalties outlined below.*
- * use or possess any publicly illegal drug*
- * let their dogs off-leash on the CVEA grounds*
- * leave litter and/or manure at or around their CVEP trailer or parking area*
- * fail or refuse to pay any fees or dues required by the CVEA*
- * misuse or otherwise direct the CVEA membership list to any purpose other than the organization's intents and business*

Due Process and Penalties:

- * Any complaint of a violation of the Code of Conduct must be written and presented to the CVEA President for investigation who will ask the Board for an investigation and determination of penalties.*
- * The Board will notify the subject of the complaint as to its decision.*
- * Actions that the CVEA Board may take include:*
 - * No action*
 - * Verbal or written warning*
 - * Suspension of membership*
 - * Expulsion from CVEA*

Any member or guest who has a question or concern regarding procedure, rules, by-laws, fees, or behavior of any member or guest of the CVEA shall address the concern to the CVEA Board via email at cvea.az@gmail.com. We promise a prompt reply.

Signature of Member/Guest

Date

Signature of Minor Member /Guest (if applicable)

Date

KEEP THIS COPY FOR YOUR RECORDS

CVEA COPY



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