

ALL AROUND TRAIL HORSES, LLC
YOU RIDE 'EM WE PROVIDE 'EM

TIM AND NUJA SHOW

PO BOX 18870

TUCSON, AZ 85731

520-298-8980

520-861-7669

520-870-7669

PRS@allaroundtrailhorses.com



HORSE LEASE FORM

DEAR RIDER:

To secure your horse rental for Mesquite Trail Ride #9: September 26th-29th, 2019.

- Please complete all 3 pages of this form.
- HORSE RENTAL FEE: \$ 325.00 No Canadian Funds.
- If paying with a Credit Card 3% will be added to the total.
- Please make checks payable to: All Around Trail Horses
- Mail your completed form and check to: **All Around Trail Horses LLC**
PO Box 18870
Tucson AZ 85731

Please mail your completed form and check to the All Around Trail Horses Office by September 16th 2019.

REFUNDS: A full refund minus Handling fees is available for horse rental cancellations received before September 9th, 2019. No refunds will be issued for horse rentals after September 10th, 2019. ADD \$25.00 late fee after September 16th, 2019.

NAME: _____
LAST NAME FIRST NAME

ADDRESS: _____
STREET ADDRESS

CITY STATE ZIP CODE

HEIGHT: _____ WEIGHT: _____

LEVEL OF EXPERIENCE: _____
(Please see the level of experience definitions on the last page of this form)

Email _____
(please print clear for confirmation)

Phone Number _____

Comments _____

ACKNOWLEDGEMENT OF RISK

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES.

I, on behalf of myself _____ HEREBY;

IN CONSIDERATION for allowing me to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns,

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.

ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of equine, regardless of their training and past performance. That I have taken control of said "Equine".

RELEASE, DISCHARGE AND PROMISE NOT TO SUE ALL AROUND TRAIL HORSES LLC, DBA SPANISH TRAIL OUTFITTERS DBA PANTANO RIDING STABLES DBA DIAMOND HITCH STABLES. (herein the "Stable") 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.

1. RELEASE THE STABLES from any claim that such "STABLES" 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 or riding skills or leading and supervising riders.

2. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Instructor & 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 and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents. 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, COLORADO LAW, (RIDE AT YOUR OWN RISK) Does not apply to an equine owner or agent of the equine 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. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

3. STATE THAT I AM NOT NOW PREGNANT and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.

4. IT IS RECOMMENDED THAT ALL RIDERS WEAR PROTECTIVE HELMETS. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN SAFETY.

I decline to wear a helmet (please initial here): _____.

5. I HAVE READ THIS ENTIRE RELEASE OF LIABILITY AND FULLY UNDERSTAND – A “Release” means this document that I sign before taking control of an “Equine” from the “Stable” or agent and acknowledge that I am aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for my own safety and welfare and releases the “Stables” or agent from liability unless “Stable” or agent is grossly negligent or commits willful wanton or intentional acts or omissions. This is a promise not to sue and to release the “Stable”, it’s 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 “Stable” allowing me to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

[Signature] _____ [Date] _____

Ride/rental dates September 26th-29th, 2019.

Signers Full Name: _____

Signers Address: _____

Signers Phone # _____

Please mark your riding level on front page;

Never Road - Never rode, or 1st time riding alone.

Novice – Have ridden or vacation ride.

Intermediate – Ride once a month.

Advanced – Ride weekly or own a horse.