

TRAIL RIDES RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Trail Rides and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding, instructions/lessons, wagon rides, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding or Wagon Rides is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others; including employees, agents, independent contractors or representatives of Haviland's Old West Adventures dba Fort McDowell Adventures including but not limited to operator error
4. The propensity of an equine (horse or mule) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horses or mules) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse or mule) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, bolt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fell to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including felling to maintain reasonable control of the animal or felling to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, cactus, and other animals or objects.
12. Broken Bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions.

My initial here indicates that I have read and understand this section of the Assumption of Risk Agreement.

DECLARATION OF FITNESS TO RIDE

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor/guide/employee of the insured immediately and before moving away from the immediate vicinity.

Are you pregnant? Yes No

My initial here indicates that I have read and understand this section of the Declaration of Fitness to Ride.

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing.

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY HAVILAND'S OLD WEST ADVENTURES DBA FORT MCDOWELL ADVENTURES THAT WE SHOULD WEAR A PROPERLY FITTED EQUESTRIAN STANDARD HELMET WHILE RIDING HORSES IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE THAT WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY TO WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.
I, WE THE UNDERSIGNED, HAVE READ THE FOREGOING STATEMENT AND DO ITS WARNINGS AND ASSUMPTION OF RISKS.

My initial here indicates that I have read and understand this section of the Protective Headgear Refusal.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in any way in Trail Rides, Wagon Rides, and all related activities, I hereby agree, acknowledge and appreciate that:

- 1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY AND DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as: **Haviland's Old West Adventures dba Fort McDowell Adventures.**
- 2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability ad responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By signing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
- 3. By entering in to this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.

Check your appropriate riding ability: Beginner ☐ Intermediate ☐ Experienced ☐

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

By signing below, the participant(s) agree to all policies, procedures, statements and are bound to all verbiage under the sections of the Trail Rides Release of liability, Declaration of Fitness to Ride, Protective Equestrian Headgear Refusal Agreement, and the Waiver of Claims. I am also aware of the Arizona Equine Statute (12-553) which states the following:

Under Arizona Revised Statute Section 12-553 an equine professional is not liable for an injury to or the death of a person who participates in equine activities due to the inherent risks involved with the participation of Equine activities.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I (WE) FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I (WE) SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I have read the above Declarations, understand them, and I agree to be bound by them.

Name of Participant _____ Signature of Participant _____

Address _____ City _____ State _____ Zip Code _____

Contact Number _____ Date _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, consent and agree not only to his/her release of all releasees, but also to release and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next to kin.

Minors Full Name _____ Date _____

Name of Parent or adult legal guardian (Please Print) _____ Signature of Parent or adult legal guardian
If participant is a minor, and by their
Signature, they on my behalf release
All claims that both they and I have