

# ALL AROUND TRAIL HORSES LLC DBA:

PANTANO RIDING STABLES, DIAMOND HITCH STABLES, AND AOK STABLES

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF, ALL AROUND TRAIL HORSES LLC DBA PANTANO RIDING STABLES, DIAMOND HITCH STABLES, AOK STABLES, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES")

In consideration for allowing me (or my minor child) to handle and ride a horse, and on behalf of myself, my child or our personal representatives, heirs, next of kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, 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.
  2. 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 horses, regardless of their training, age, and past performance.
  3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horses, equipment and gear provided to me by all around Trail Horses LLC, hereinafter referred to as the stables.
  4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the instructor doing business under its own name or any other name and/or any of its owners, officers, employees and agents hereinafter (" Releases"), 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.
  5. Release the Releases from any claim that such Releases are or may be negligent in connection with my riding experience or ability including but not limited to training or selection horses, maintenance, care, fit or adjustments of saddles or bridles, instruction or riding skills or leading and supervising riders.
  6. 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.,
  7. 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 Colorado and is intended to be as broad and inclusive as is permitted by Arizona and Colorado Law, and that in the event any portion of this be affected or impaired in any way and shall continue in full legal force and effect.
  8. 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 attorneys' fees and cost incurred by the stable in defending such an action.
- I 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.

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

- INITIAL HERE IF YOU DECLINE TO WEAR A HELMET x \_\_\_\_\_

I x \_\_\_\_\_ RESIDE AT x \_\_\_\_\_

TODAY'S DATE \_\_\_\_\_

SIGNATURE OF

PARTICIPANT x \_\_\_\_\_

- If the person who is to enter into this agreement is under eighteen (18) of age his/her parent or guardian must read this Agreement and sign on the behalf of the minor.

Age of participant if under 18 years of age \_\_\_\_\_

Circle one only

NEVER RODE

(NEVER RODE, OR  
1ST TIME RIDING ALONE)

NOVICE

(Have ridden in the  
past, or at least 1x)

INTERMEDIATE

(Ride at least 1x a month)

ADVANCED

(Ride weekly,  
or own a horse)

1/2 hour 1 hour 1 1/2 hour 2 hour sunset Dinner pony ground up on the trail kid camp 1 Pr 1 1/2 Pr Discounted  
ride \_\_\_\_\_ Wrangler \_\_\_\_\_ Type of Payment CC Cash GC GON