



It's A Cinch Horsemanship, LLC

Sahuarita, AZ



Waiver and Release of Liability, Assumption of Risk, And Indemnity Agreement for Horseback Riding Lessons

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU HAVE READ AND COMPREHEND THIS CONTRACT AND ITS TERMS IN THEIR ENTIRETY REGARDING EQUINE ACTIVITIES AND THEIR INHERENT RISKS, ARE WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR YOUR AND/OR YOUR CHILD AND/OR LEGAL WARD'S OWN SAFETY AND WELFARE AND RELEASES IT'S A CINCH HORSEMANSHIP, LLC, KIMBERLY HEIN, AND ANY AND ALL OF ITS EMPLOYEES, OPERATORS AND AFFILIATES FROM ANY AND ALL LIABILITY WITH THE EXCEPTION OF AN ACT OF GROSS OR WILLFUL NEGLIGENCE ON BEHALF OF IT'S A CINCH HORSEMANSHIP, LLC.

I, _____ (hereinafter referred to as "THE RIDER")
on this date of ____ / ____ / ____, voluntarily agree to participate in Horseback Riding Lessons and/or other Equine Activities today and on all future dates with It's A Cinch Horsemanship, LLC, Located at 17735 S. Mann Ave, Sahuarita, AZ, 85629 and henceforth enter into agreement with It's A Cinch Horsemanship, LLC, Kimberly Hein, and any and all of its employees, operators, and affiliates (hereinafter referred to as "THE STABLE"). By signing below, I acknowledge and consent to the following conditions:

- 1) I UNDERSTAND that Equine Activities including but not limited to: Catching, Leading, Walking Around, Grooming, Bathing, Tacking and Untacking, Putting Protective Gear on Horse, Riding in the Roundpen (Independently or on a loungeline), Riding in the Arena, Riding over and around obstacles inside and outside the Arena, Playing Games on Horseback, and Riding on the Trail ARE CONSIDERED INHERENTLY DANGEROUS AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY OR IN SOME CASES DEATH.
- 2) I UNDERSTAND that although "THE STABLE" tries to minimize these risks with the proper selection and training of its Lesson Horses, Horses in general are still unpredictable creatures and may suddenly and without warning or apparent cause: Trip, Lay Down and/or Roll, Jump, Spook, Duck, Shy, Turn Swiftly, Run Off, Buck, Rear, Bite, Stomp, Kick, Step On or other unexpected actions that may cause "THE RIDER" to fall or be jolted and could result in SERIOUS INJURY OR DEATH TO "THE RIDER".
- 3) I UNDERSTAND that during riding lessons "THE STABLE" might have me work on exercises to improve my balance and coordination while on horseback including but not limited to: Stretching, Riding without stirrups (independently or on a loungeline), Riding without reins (on a loungeline), and other balance exercises. IT IS MY RESPONSIBILITY AS "THE RIDER" TO VERBALLY TELL MY INSTRUCTOR WHEN I AM UNSURE, OFF BALANCE, OR WOULD PREFER TO OPT OUT OF THESE EXERCISES.
- 4) I UNDERSTAND that although "THE STABLE" strives to keep all tack properly cared for and in safe condition, saddles and bridles can loosen or break and IT IS MY RESPONSIBILITY AS "THE RIDER" TO VERBALLY TELL MY INSTRUCTOR IF I THINK MY HORSE'S GIRTH (the strap that goes around the horse to hold the saddle on) IS LOOSE OR IF I SUSPECT A PROBLEM WITH ANY OF MY TACK, SO THAT ACTION CAN BE TAKEN TO CORRECT THE SITUATION AND TO LESSEN THE LIKELIHOOD OF A FALL FROM THE HORSE.
- 5) I UNDERSTAND that "THE STABLE" is NOT responsible for acts of nature that could occur and cause a horse to Spook, Bolt, Trip, Fall, or react in any other unsafe manner while "THE RIDER" is either on the ground or mounted, including but not limited to: Thunder, Lightning, Rain, Wind, Wild or Domestic Animals (including dogs and other horses on premises), Insects, Reptiles, which may walk, run, fly near, bite or sting horse or person, irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and manmade changes in landscape. BY SIGNING THIS FORM, "THE RIDER" AND THEIR PARENT OR LEGAL GUARDIAN IF "THE RIDER" IS A MINOR, HEREBY ACKNOWLEDGES THAT THEY HAVE

PERSONALLY INSPECTED THE PREMISES AND DEEMED IT SAFE FOR "THE RIDER'S" PARTICIPATION IN EQUINE ACTIVITIES OFFERED BY "THE STABLE".

- 6) I UNDERSTAND that "THE STABLE" requires that an ASTM approved riding helmet be worn at all times by all riders while using "THE STABLE'S" lesson horses, as well as for all riders under the age of 18 riding their own horse. "THE STABLE" also strongly recommends that an ASTM approved riding helmet be worn by riders over the age of 18 participating in equine activities on their own horse at "THE STABLE". Should "THE RIDER", if over the age of 18 and using their own horse, choose to forgo an ASTM approved riding helmet they do so at "THE RIDER'S" own risk. "THE RIDER" if using "THE STABLE'S" lesson horses, agrees to furnish their own ASTM Approved riding helmet within "THE RIDER'S" first 4 riding lessons, "THE STABLE" will provide one until then. Furthermore, "THE RIDER" should wear proper clothing and footwear for riding lessons, including long pants and riding boots with a smooth sole and defined heel. (Other shoe types including but not limited to: sneakers, sandals and flip flops are deemed unsafe and not allowed.)
- 7) I UNDERSTAND that as "THE RIDER", should I choose to partake in riding lessons at "THE STABLE" on my own horse instead of a lesson horse, "THE STABLE" is not liable for any injuries, illness or losses that might occur to said horse while on "THE STABLE'S" premises. "THE RIDER" further acknowledges that should they allow via a verbal agreement "THE STABLE" to ride aforementioned horse for visual and teaching purposes, such as demonstrating a technique to "THE RIDER", that "THE RIDER" will hold blameless "THE STABLE" for any losses or injuries that should occur to the horse during that time.

8) RELEASE OF LIABILITY:

I, "THE RIDER" AND/OR "THE RIDER'S" PARENT OR LEGAL GUARDIAN, DO HEREBY AGREE BY SIGNING THIS DOCUMENT, THAT EXCEPT IN THE EVENT OF "THE STABLE'S" GROSS AND WILLFUL NEGLIGENCE, I SHALL BRING NO CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LITIGATION, AGAINST "THE STABLE" FOR ANY ECONOMIC AND/OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE, OR ANY OTHER LOSSES, SUSTAINED BY ME "THE RIDER", AND/OR MY MINOR CHILD OR LEGAL WARD IN RELATION TO THE PREMISES AND OPERATIONS OF "THE STABLE", INCLUDING, BUT NOT LIMITED TO: RIDING, HANDLING, OR OTHERWISE BEING NEAR HORSES OWNED BY OR IN THE CARE, CUSTODY OR CONTROL OF "THE STABLE".

9) INDEMNITY AND HOLD HARMLESS AGREEMENT:

IF THE RIDER IS UNDER 18 YEARS OF AGE AND THEREFOR A MINOR, BY SIGNING BELOW, THE PARENT OR LEGAL GUARDIAN OF SAID MINOR DOES HEREBY AGREE TO PERSONALLY INDEMNIFY, DEFEND, AND HOLD HARMLESS "THE STABLE" FOR AND FROM ANY LITIGATION, CLAIMS, DAMAGES, EXPENSES AND/ OR LOSSES BROUGHT UPON "THE STABLE" AT ANY FUTURE DATE, BY ANYONE ON BEHALF OF SAID MINOR OR BY SAID MINOR HIM/HERSELF THAT MAY OCCUR OR ARISE OUT OF SAID MINORS PARTICIPATION IN EQUINE ACTIVITIES AT "THE STABLE" .

10) ARIZONA STATE LAW IN REGARDS TO EQUINE ACTIVITIES:

I, "THE RIDER" AND/OR "THE RIDER'S" PARENT OR LEGAL GUARDIAN, ACKNOWLEDGE BY SIGNING BELOW THAT I HAVE READ THE FOLLOWING AZ REVISED STATUTE 12-553 AND UNDERSTAND THAT ARIZONA IS A RIDE AT YOUR OWN RISK STATE, MEANING THAT I, "THE RIDER" AM TO BE RESPONSIBLE FOR MY OWN ACTIONS WHILE PARTICIPATING IN ANY EQUINE ACTIVITIES AT "THE STABLE".

AZ REVISED STATUTES 12-553: UNDER AZ LAW, AN EQUINE SPONSOR OR PROFESSIONAL SHALL NOT BE LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Signature of "THE RIDER"

Rider's Printed Name

Signature of Parent/Legal Guardian of "THE RIDER"

Parent/Legal Guardian's Printed Name

Signature of Witness at signing on behalf of "THE STABLE"

Witness's Printed Name