

# South Mountain School of Horsemanship, LLC. | Waiver

(Must be turned in at first lesson)

## **RELEASE and WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I \_\_\_\_\_ (Student/ Horse Owner) (hereinafter the "Undersigned")

On behalf of myself, my personal representative, heirs, next kin, spouse and assigns, I HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacle, step on a person's feet, push a person, or 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 a 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 and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Stable.
4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE South Mountain School of Horsemanship, LLC. or any of its partners, vendors, or constituents, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasers"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting Horse, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders.
6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable 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 or gear provided therewith or any acts or omissions of wranglers or other employees or agents.
7. Agree to abide by and follow any instructions given or rules established by the Stable or any of its employees, guides or wranglers with regard to my use of the horse or any equipment or gear provided therewith.
8. 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 law, 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.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against South Mountain School of Horsemanship, LLC., or its owners, 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 South Mountain School of Horsemanship, LLC. in defending such an action.

**I HAVE READ THIS DOCUMENT. INDEMNITY FOR ALL CLAIMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Student Name (Printed) \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**HELMET REFUSAL**

I understand the inherent dangers of riding and mounting an equine and understand South Mountain School of Horsemanship, LLC. requires each rider to wear an ATSM/SEI Approved safety HELMET on and off the property before mounting or riding an equine. If I refuse to wear a helmet on or off the property, I understand that I am riding and mounting AT MY OWN RISK.

IT IS RECOMMENDED THAT YOU AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN SAFETY, **AND I HEREBY REFUSE TO USE IT.**

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

**RISK MANAGEMENT STATEMENTS**

- I understand that I cannot smoke while on the property of South Mountain School of Horsemanship, LLC? Y\_\_\_\_\_ N\_\_\_\_\_
- I understand South Mountain School of Horsemanship, LLC has designated business hours at which time staff are present on property? Y\_\_\_\_\_ N\_\_\_\_\_
- I understand that I must wear an approved ASTM riding helmet to ride any horse unless I have signed the helmet release? Y\_\_\_\_\_ N\_\_\_\_\_
- I understand that horses are not to be fed anything by hand unless I have asked first? Y\_\_\_\_\_ N\_\_\_\_\_
- I understand horses are unpredictable? They may kick, bite, step on me, buck, or rear? Y\_\_\_\_\_ N\_\_\_\_\_

**PHOTO RELEASE**

In consideration for being accepted into the South Mountain School of Horsemanship, LLC. program and for the valuable benefits I receive from participating in the program and promoting the program I, \_\_\_\_\_, hereby authorize South Mountain School of Horsemanship, LLC., its advertising agencies or the news media to have photographs, films or other audio-visual materials taken of me/my son/my daughter/my ward/the participant for promotional material, educational activities, exhibitions or for any other use for the benefit of South Mountain School of Horsemanship, LLC.. I hereby indemnify and hold South Mountain School of Horsemanship, LLC., harmless against any and all claims of damages arising out of the use of any such photographs or films of me/the participant or audio-visual materials containing the me/the participant's image.

Student: \_\_\_\_\_ Date: \_\_\_\_\_

**HOW DID YOU FIND OUT ABOUT US?**

**Internet Search      Google ad      Facebook      Instagram      Craigslist      Referral**

**Other:** \_\_\_\_\_

**ARIZONA EQUINE STATE STATUTE**

**Please read and sign at the bottom.**

**Arizona Revised Statutes Annotated. Title 12. Courts and Civil Proceedings. Chapter 5. Limitations of Actions. Article 3. Personal Actions.**

Citation: AZ ST § 12-553

Citation: A. R. S. § 12-553

**Summary:** This Arizona statute provides that an equine agent or owner is not liable for injury if the participant took control of the equine prior to injury, if a parent or guardian signed a release on behalf of a minor, if the owner or agent has properly installed suitable tack or the participant has personally tacked the equine, or the owner or agent assigns a suitable equine based on a reasonable interpretation of the person's representation of his or her skills, health and experience with and knowledge of equines. Liability is not limited, however, when an equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.

**Statute in Full:**

**A.** An equine owner or an agent of an equine owner who regardless of consideration allows another person to take control of an equine is not liable for an injury to or the death of the person if:

- 1. The person has taken control of the equine from the owner or agent when the injury or death occurs.
- 2. The person or the parent or legal guardian of the person if the person is under eighteen years of age has signed a release before taking control of the equine.
- 3. The owner or agent has properly installed suitable tack or equipment or the person has personally tacked the equine with tack the person owned, leased or borrowed. If the person has personally tacked the equine, the person assumes full responsibility for the suitability, installation and condition of the tack.
- 4. The owner or agent assigns the person to a suitable equine based on a reasonable interpretation of the person's representation of his skills, health and experience with and knowledge of equines.

**B.** Subsection A 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.

**C.** An owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine with or without the owner's permission is not liable for injury to or death of the equine or the rider or handler.

**D.** Subsection C does not apply to an owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine if either of the following applies:

- 1. The owner, lessor or agent knows or should know that a hazardous condition exists and the owner, lessor or agent fails to disclose the hazardous condition to a rider or handler of an equine.
- 2. The owner, lessor or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.

**E.** As used in this section:

- 1. "Equine" means a horse, pony, mule, donkey or ass.
- 2. "Release" means a document that a person signs before taking control of an equine from the owner or owner's agent and that acknowledges that the person is aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for his own safety and welfare and releases the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.

CREDIT(S)

Added by Laws 1994, Ch. 259, § 1. Amended by Laws 1998, Ch. 193, § 1.

**I have read and understand the Arizona Equine State Statute.**

**Student Signature** \_\_\_\_\_ **Date** \_\_\_\_\_