

**TORREON EQUESTRIAN CENTER, LLC
RELEASE AND LIABILITY WAIVER**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND AND AGREE TO 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 DAMAGE ARISING OUT OF THE USE OF AN EQUINE OWNED, MANAGED, OR BOARDED BY THE Torreon Equestrian Center, LLC (TEC) LOCATED AT 2420 BUCKTHORN LANE, SHOW LOW, ARIZONA 85901 (THE "PROPERTY").

PARTICIPANT'S NAME: _____

PARTICIPANT'S PARENT/GUARDIAN NAME (if participant is under 18 years of age):

_____ Relationship to Participant: _____

PARTICIPANT'S ADDRESS: _____

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, I accept and agree to the terms of this Release and Liability Waiver in exchange for permission for me (or the above-named participant for whom I am the parent/legal guardian of) to access the Property and engage in activities with an equine owned, managed, or boarded by TEC or otherwise kept at the Property.

I HEREBY:

1. ACKNOWLEDGE THAT HORSEBACK RIDING AND EQUINE ACTIVITES ARE INHERENTLY DANGEROUS ACTIVITIES AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND POSSIBLY DEATH. Any horse, regardless of their training and past performance, can be unpredictable and may, without warning or any apparent cause, buck, rear, stumble, fall, bite, kick, run, spook, jump obstacles, step on a person's feet, or display other behaviors that may result in serious injury or death. While riding an equine, its behavior can result in you falling off or being thrown from their backs, and potentially dragged, thrown into fences or trees, or other physical obstacles, which can cause bodily harm or death.

Initials _____

2. ACKNOWLEDGE that the operation of the Property may require the use of heavy equipment, sharp objects, biological/chemical agents, and other hazards. I assume any risk that being around such hazards may result in.

Initials _____

3. ACCEPT FULL RESPONSIBILTY FOR MY OWN SAFETY AND WELFARE. I assume all risk of injury, death, or other damages that may be incurred, and I accept full responsibility for my/the participant's safety and welfare while on the Property, or engaged in equine activities with a horse owned, managed, or boarded by TEC, or otherwise kept at the Property. I AGREE TO HOLD TEC HARMLESS IN THE EVENT THAT MY/THE PARTICIPANT'S PRESENCE ON THE PROPERTY AND/OR ENGAGEMENT WITH EQUINE ACTIVITES RESULTS IN ANY INJURY, DEATH, OR DAMAGES TO MYSELF, THE PARTICIPANT, OR ANY OTHER PARTY FOR WHICH I AM RESPONSIBLE.

Initials _____

4. I UNDERSTAND THAT A.R.S. § 12-553 LIMITS LIABILITY OF AN EQUINE FACILITY. I, and on behalf of my/the participant and our heirs and estate, further hereby fully release and forever waive all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities of any kind that may arise against TEC and its principals, managers, agents, employees, heirs, or successors in interest. This includes any actions that arise from injuries sustained to any person(s), including myself/the participant, or to the property of a person(s) caused by/in connection with my presence at the Property, or my involvement in equine activities.

Initials _____

5. INDEMNIFY, DEFEND, AND HOLD HARMLESS TEC, ITS PRINCIPALS, MANAGERS, AGENTS, EMPLOYEES, HEIRS, AND SUCCESSORS IN INTEREST FROM AND AGAINST ANY CLAIMS, SUITS OR ACTIONS FOR LIABILITY, DAMAGES, OR COMPENSATION, INCLUDING ATTORNEYS' FEES AND ANY RELATED COSTS.

Initials _____

6. ACKNOWLEDGE THAT THIS RELEASE, LIABILITY WAIVER, AND INDEMNITY AGREEMENT IS GOVERNED BY THE STATE OF ARIZONA. It 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 or unenforceable, the remainder of the agreement shall remain in full force and effect.

Initials _____

I hereby warrant that I have read and understand the terms of this Agreement. I am entering into this legally binding agreement willfully and freely, without duress, and in exchange for me/the participant to be present on the Property and to engage in equine activities with an equine owned, managed or boarded by TEC.

Signed: _____ **Dated:** _____

Printed Name: _____