

## **BOYD RANCH WAIVER**

### **PARTICIPANT'S 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 AND AGREEMENT TO ITS TERMS.

This is an agreement between the Undersigned, and Desert Caballeros Western Museum, The Boyd Ranch Community Equestrian and Nature Park, (d/b/a DC Boyd Ranch), and their owners, officers, directors, members, managers, employees, agents, representatives, volunteers, sponsors, sanctioning organizations, affiliates, partners, joint venturers, successors and any and all other persons or entities otherwise involved with organizing or putting on the Event (collectively, the "Releasees").

I, \_\_\_\_\_ (hereinafter the "Undersigned") on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns HEREBY:

1. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, for reasons including, but not limited to (a) the unpredictable nature and irrational behavior and reactions of EQUINES, regardless of their training and past performance; (b) the potential for collisions with other participants or animals; (c) hazards related to the outdoor environment of the Event, such as surface and sub-surface conditions (including trails, creeks, bridges, roads, wildlife, trees, rocks, and other obstacles whether they are obvious or not obvious), animals, insects and inclement weather; (d) the potential of other participants to act in a negligent way, such as failing to maintain control over the animal or not acting with his or her ability; and (e) temperature, weather extremes and the unavailability or delay of medical attention in the case of injury.
2. Represent and warrant that I am at least 21 years of age, I understand the risks, hazards, and dangers described above and other risks associated with horseback riding, and related activities, I understand that these activities may require good physical conditioning and a degree of skill and knowledge, and I believe that I have good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely.
3. Knowing the above facts and in consideration of your acceptance of this form and/or my presence at and/or participation in the Event, I voluntarily assume the risk and danger of injury or death inherent therein. I hereby RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Releasees 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.
4. 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 horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or supervising riding activities.
5. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event, my use of a horse and any

equipment or gear provided therewith or any acts or omissions of employees or agents.

6. Agree to abide by and follow any instructions given or rules established by Releasees or any of their employees, agents or volunteers with regard to my participation in any event, use of a horse or any equipment or gear provided therewith.

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 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, 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.

8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against any of the Releasees for any injury or damage in breach of this contract, the Undersigned will pay all attorneys' fees and costs incurred by the Releasees in defending such an action.

9. THIS RELEASE AND WAIVER OF LIABILITY IS VALID IN PERPETUITY, AND APPLIES TO ALL ACTIVITIES ASSOCIATED WITH THE EVENT. I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Printed

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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