

**FREEMAN FARMS/ELEMENTAL FARMS/EQUISTAR SHOWS**  
**RELEASE, ASSUMPTION OF RISK, WAIVER & INDEMNIFICATION**  
**THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS - CAREFULLY READ THIS DOCUMENT**

I, being under no restraint and of my own free will, do agree to indemnify and save and hold harmless the instructors, employees, volunteers and all other persons connected with Equistar Inc. dba Equistar Horse Shows AND/OR Elemental Farms AND/OR Freeman Farms; AS WELL AS the Owners, Officer, Directors, Agents, Personnel, Volunteers, Sponsors and Employees of EQUISTAR, FREEMAN FARMS AND ELEMENTAL FARMS (hereinafter "THE EVENT SPONSOR") from and against any and all losses, claims, actions, or proceedings of every kind, nature or description which may be presented or initiated at any time hereafter to recover money, property, or damages for any injuries to persons, or any damage to property suffered or incurred during the preparation for horseback riding lessons, the lessons themselves, and any time spent at Freeman Farms/Elemental Farms subsequent to the lessons, or arising directly or indirectly from my participation in any of the horse or pony related activities at Freeman Farms/Elemental Farms.

1. *Acknowledgement of Inherent Risks of Equine Activities Assumption of Risk.* I AM FULLY AWARE AND ACKNOWLEDGE THAT ACTIVITIES WITH HORSES INVOLVE INHERENT DANGEROUS RISKS OF ACCIDENT, LOSS, AND SERIOUS BODILY INJURY INCLUDING, BUT NOT LIMITED TO, BROKEN BONES, HEAD INJURIES, SPINAL INJURIES, TRAUMA, PAIN, SUFFERING, OR DEATH (hereinafter "HARM"). I am aware that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving THE EVENT. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other participant to act in a negligent manner that may contribute to injury to the participant, me, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity. *I am not relying on THE EVENT SPONSOR to list within this document all possible inherent risks or all risks of participating in any of the equine activities.*

2. *Waiver and Release of Liability.* With full knowledge and appreciation of these and other inherent risks associated with equine activities and THE EVENT, I freely and voluntarily assume the risks of the equine activities involved in any aspect of them. In this connection, I also voluntarily agree to waive any and all rights to sue and hereby release THE EVENT SPONSOR from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of THE EVENT, or resulting from any action or inaction by THE EVENT SPONSOR. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of THE EVENT SPONSOR and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither MYSELF NOR MY REPRESENTATIVES shall make any claim against, maintain an action against, or recover from THE EVENT SPONSOR, its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the MYSELF, to the MY HORSE, or to MY PERSONAL PROPERTY (*regardless of ordinary negligence by THE EVENT SPONSOR or regardless of an alleged violation of an applicable equine activity liability law*). I acknowledge that I (am/am not) married and that my spouse is aware of my involvement in this horse related activity and that he/she consented to the terms and conditions of this Agreement.

3. *Indemnification.* I AGREE to indemnify (that is, pay any losses, damages, or costs incurred by) THE EVENT SPONSOR with respect to claims made by others for any HARM or property damage caused by ME, my agents, employees, associates, invitees or my animal(s) at THE EVENT.

If I am a parent or guardian of a junior participant in THE EVENT, I consent to my child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION on the child's behalf.

**WEIGHT LIMIT 225 lbs.**

**ARS 12-553. Limited liability of equine owners and owners of equine facilities; exception; definitions**

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 wilful, 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 wilful, 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 wilful, wanton or intentional acts or omissions.

BY SIGNING THIS AGREEMENT, I acknowledge that I have read, understand, and agree to the above.

**PARTICIPANT**

**PARENT/GUARDIAN**

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_