

Experience the Historic Empire Ranch on Horseback! April 17, 2010



In the old days, summer of 1876, Herbert R. Hislop wrote in a letter, "I am very glad we are settled on a ranch now and have a good mud-house to live in, everybody says it is the best ranch in the territory and I believe they are right!"

134 years later...The Empire Ranch remains the best ranch in the territory. Enjoy it from your saddle!

Rides are 2-3 hours. You'll ride through some of the most spectacular scenery in the state. The morning ride departs at around 9am, returning to the Empire Ranch Headquarters for lunch. Enjoy a Ranch House Tour, lunch & friendship in the historic Stone Corral. An afternoon ride departs at around 1pm.

Join us! We promise you the magic of the land will take your heart!

Bring your own horse, or make advance horse rental reservations with us. Reservations & Payment in full are due (postmarked) by Saturday, April 3, 2010. Reserve today!

Mail form to: Empire Ranch Foundation, P.O. Box 842, Sonoita, AZ 85637
Questions? 888-364-2829; www.empireranchfoundation.org

---Please use one form per riders at the same contact address; copy form for additional riders---

Yes! I am interested in the 2010 Spring Trail Ride at the Empire Ranch.

Name of rider: _____

Other riders (at same address) _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

I am interested in the _____ morning ride _____ afternoon ride _____ both

Liability waiver form, sent with confirmation, must be signed prior to riding. Rental horses must be booked through ERF. Riders must be at least eight years old; 8-12 years old must wear helmets.

Event	#	Amt.	Subtotal
ERF Member: \$10 ERF family membership, includes children 18 & under		\$10	
Non-Member: \$45 Includes \$10 per rider fee & \$35 ERF family membership		\$45	
Horse Rental: \$75		\$75	
Lunch: Enjoy fixin's off the grill Hamburgers & chips; Hot Dogs & chips, beverages		Tbd	Payment at purchase
I can't make this ride, but please accept my donation of			
		TOTAL:	

PAYMENT: Check (payable to ERF) enclosed for \$ _____

Credit Card: (Visa, MasterCard, Discover) _____ - _____ - _____ - _____

Exp. Date: _____ **Signature:** _____

**EACH TRAIL RIDE PARTICIPANT SHALL READ
AND SIGN THE FOLLOWING AGREEMENT: RELEASE**

Please return by mail **PRIOR** to ride to
EMPIRE RANCH FOUNDATION. P.O. BOX 842. SONOITA. AZ 85637 (888-364-2829)

In consideration of my membership in the **EMPIRE RANCH FOUNDATION (ERF)** and my being permitted to participate in any Foundation-sponsored event or activity, I, for myself, my heirs, executors, administrators, successors, and assignees, do waive, release, and discharge all claims for damages resulting from death, personal injury or property damage which I may have, or which may hereafter accrue to me as a result of my participation in such event or activity.

I understand this release is intended to discharge and release in advance, the **EMPIRE RANCH FOUNDATION**, its members and their respective agents, officers, officials, servants, employees and representatives; and the **BUREAU OF LAND MANAGEMENT (BLM)**, its members and their respective agents, officers, officials, servants, employees and representatives, from and against any and all liability arising out of or connected in any way with the **2010 Spring Trail Ride**, sponsored by the Empire Ranch Foundation.

I have reviewed and read Citation: Arizona Revised Statutes (A.R.S.) 12-553 (see reverse side).

Further, I acknowledge that a horse may, without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run, spook, jump obstacles, push or shove a person, saddles and bridles may loosen or break -- *all of which may cause the rider to fall or be jolted, resulting in serious injury and/or death.* I acknowledge that horseback riding is a dangerous sport and involves RISKS that may cause serious injury and in some cases death, due to the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

A **SIGNED RELEASE** acknowledges that the person is aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for his/her 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.

I HAVE READ THIS DOCUMENT.

Print Name of Rider	Signature of Rider/Guardian**	Date Signed
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***In the event that the rider is under-age, the Parent or Guardian needs to sign their own name as the responsible party. Riders must be at least eight years old; 8-12 years old must wear helmets. Parent or guardian must accompany riders under 18 yrs of age at all times*

It is recommended that you bring/wear a protective helmet. The company providing horse rentals has a limited number of helmets for riders who are renting horses. (Riders 8-12 must provide and wear their own helmets.)

Signature of Rider/Guardian	Check here if requesting helmet (rentals only)
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Citation: Arizona Revised Statutes (A.R.S.) 12-553

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

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.



Trail Ride Rules & General Ride Etiquette

- 1.** The Trail Boss has the ultimate authority on any Empire Ranch Foundation ride. This is for the safety of all riders.
- 2.** Liability waiver form must be signed prior to the ride.
- 3.** Any rental horses must be booked through Empire Ranch Foundation (ERF). Outside rental horses are not permitted on the trail ride. For individuals bringing their own horses, stallions are not allowed.
- 4.** Riders must be at least eight years old; 8-12 years old must wear helmets. Parent or guardian must accompany riders under 18 yrs of age at all times.
- 5.** Horses must be kept at a walk.
- 6.** Control your horse. Unruly horses will affect the behavior of other horses and riders, especially if they do not have much experience.
- 7.** Horses that kick must have a red ribbon attached to their tails.
- 8.** Recommended attire: Long sleeve shirt, pants, brimmed hat and closed-toed shoes.
- 9.** Saddles are required on rides no bareback riders or bareback pads permitted.
- 10.** No double riding.
- 11.** The ERF will not provide or encourage the consumption of alcohol during any of the rides.
- 12.** In the event a rider needs/wants to leave the group for any reason they must inform the Trail Boss. (Good trail etiquette also demands that the group stop when a rider needs to dismount for whatever reason.)
- 13.** No dogs on the trails – dogs in camp must be on a leash or kept tied and away from the food service area.