

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

<u>Must be returned prior to ride to EMPIRE RANCH FOUNDATION. P.O. BOX 842, SONOITA, AZ 85637</u> <u>Or admin@empireranchfoundation.org</u>
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In consideration of my participation in an **EMPIRE RANCH FOUNDATION (ERF)** 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 any equine event including but not limited to the **Spring Trail Ride, 4-2-2022** sponsored by the Empire Ranch Foundation. **I have reviewed and read Citation: Arizona Revised Statutes (A.R.S.) 12-553 (see ARS statute attached).**

Further, I acknowledge that a horse may, without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run, spook, jump obstacles, or push or shove a person, and that 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.

Printed Name of Guardian

Telephone Number

Print Name of Rider

Signature of Rider/Guardian**

Date Signed

**In the event that the rider is under age 18, 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. We have a limited number of helmets for riders who are renting horses. (Riders 8-12 must wear helmets.)

Signature of Rider/Guardian

Check here if requesting helmet (rentals only)

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.