

# Release and Hold Harmless



- A. STABLE. Bein Performance Horses, Jessica Bein, Dean Wikel, Rancho Palmira, and/or David Bein, and all trainers, employees, subsidiaries, affiliates, volunteers, agents, and servants ("STABLE").
  
- B. PREMISES. The premises are located at  
6525 E Dixileta Dr  
Cave Creek, AZ 85331-6185("PREMISES").
  
- C. AGREEMENT PURPOSE. In consideration of the signing of this Agreement in exchange for receiving lessons or training from STABLE, regardless of whether a fee is paid for the lesson, training or trail of sale horse, I, the following listed individual and the parent or legal guardians thereof if a minor, do hereby agree to hire the STABLE to provide training and or instruction on the Horse listed below.

Rider Name \_\_\_\_\_ ("RIDER") Age (if under 21) \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

Horse Riding

Experience: \_\_\_\_\_

RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, shall be subject to the terms of this Agreement. RIDER represents that he/she does not have any physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse.

- D. NATURE OF HORSES. RIDER understands that horseback riding is classified as a rugged adventure recreational activity, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions; related injuries can be severe. RIDER understands that no horse is completely safe. If a horse is frightened or provoked it may divert from its training and act accordingly to its natural survival instincts which may include, but are not limited to stopping short, changing directions or speed at will, bucking, rearing, kicking, biting, or running from danger.
  
- E. RIDER RESPONSIBILITY. RIDER understands that upon taking control of a horse, whether or not mounted, the rider is in primary control of the horse. The RIDER'S safety largely depends upon

the RIDER'S ability to carry out instructions, and the RIDER'S ability to remain balanced aboard the moving animal. RIDER agrees that RIDER shall be responsible for his/her own safety.

- F. CONDITIONS OF NATURE. RIDER understands that STABLE is NOT responsible for total or partial acts, occurrences or elements of nature, such as thunder, lightning, rain, wind, eater, wild and domestic animals, insects, reptiles, which can scare a horse, cause it to fall, or react in some other unsafe way.
  
- G. PROTECTIVE HEADGEAR. RIDER understands that he/she have been made aware of the benefits of wearing protective headgear (riding helmet) by the STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is the rider's decision as to whether he/she will wear a helmet.
  
- H. APPLICABLE LAW, JURISDICTION, VENUE AND ATTORNEY'S FEES. This Agreement shall be construed and governed by the laws of the State of Arizona. Jurisdiction and venue for all disputes connected with this Agreement shall be in Maricopa County, Arizona. In the event a lawsuit is brought related to this Agreement, STABLE shall be entitled to recover its attorney's fees and costs incurred.
  
- I. LIABILITY RELEASE. In consideration of the STABLE allowing RIDER'S participation in this activity, whether for compensation or not, under the terms set forth herein, RIDER and the parent or legal guardian thereof if a minor, do agree to hold harmless and release the STABLE, its owners, trainers, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from any loss, damage or legal liability from injury or any nature I, or my minor child, may sustain due to the action or inaction of the STABLE, its owners, trainers, agents, employees, officers, members, premises owners, insurers, and affiliated organizations. I further agree that, I shall bring no claims, demands, actions and causes of action an/or litigation, against the STABLE or their associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the PREMISES and operations of the STABLE, to include while riding, handling, or otherwise being near horses.

**WARNING:**

Under the Arizona Equine Activity Liability Act, STABLE, regardless of consideration, is not liable for an injury to or the death of RIDER.

RIDER acknowledges the inherent risks associated with equine activities, and is willing and able to accept full responsibility for his/her own safety and welfare and releases the STABLE, and any other equine owner or agent, from liability unless the STABLE, equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions. RIDER also acknowledges that RIDER executes this Agreement on behalf of RIDER, as well as all of RIDER'S family members and guests.

SIGNER STATEMENT OF AWARENESS

WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

\_\_\_\_\_  
Signature of RIDER                      Date

\_\_\_\_\_  
Signature of Parent/Guardian      Date  
(If RIDER is under 18 years old)

\_\_\_\_\_  
Signature of Parent/Guardian      Date  
(If RIDER is under 18 years old)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Emergency Contact Information:

\_\_\_\_\_