



POSH CANYON STABLES

LIABILITY RELEASE/HOLD HARMLESS AGREEMENT

MANAGER NAME: Kendra Donohoe (hereinafter known as "MANAGER" for Posh Canyon Stables and Posh Canyon Trail Rides, LLC)

PLEASE READ CAREFULLY BEFORE SIGNING

THIS MANAGER DOES NOT GUARANTEE YOUR SAFETY

IT IS HEREBY AGREED TO AS FOLLOWS:

WARNING

Under Arizona Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 12-553, Arizona Revised Statutes.

A. DEFINITIONS The term "RIDER" shall herein refer to the person signing this agreement and the parents or legal guardians thereof if a minor. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, or to the specific animal or animals to which this agreement refers. The term "RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "CONTROL" shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

B. RIDER ACCEPTANCE OF RESPONSIBILITY - RIDER has inspected the Posh Canyon Stables Facility and/or Posh Canyon Trail Rides LLC trail locations and/or has in some other way satisfied himself that the conditions of the premises and the facilities, and/or trail locations will provide an adequate and reasonable level of safety for the RIDER and/or RIDER's ANIMAL. RIDER agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the RIDER, RIDER's family members, invitees or other handlers or agents appointed by them. RIDER has full choice in the matter of allowing or following any and all directions, requests, or suggestions by another person in regards to CONTROLLING or RIDING of the ANIMAL(S). RIDER participates, rides, and/or handles HORSE(S) at his/her own risk.

C. INHERENT RISKS AND ASSUMPTION OF RISK - The undersigned RIDER acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling, rolling, or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; objects, collisions with other animals; the limited availability of

emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. RIDER participates, rides and/or handles HORSE(S) at his/her own risk.

D. RELEASE OF LIABILITY - In consideration of visiting and/or using the Posh Canyon Stables facility and/or Posh Canyon Trail Rides LLC trail locations under the terms set forth herein. I, the undersigned RIDER, do agree to hold harmless and release Posh Canyon Stables and Posh Canyon Trail Rides LLC, Posh Canyon Stables and Posh Canyon Trail Rides LLC's MANAGERS, owners, agents, employees, officers, directors, representatives, assigns, members, family members, premises owners, affiliated organizations, and Insurers, and others acting on Posh Canyon Stables and/or Posh Canyon Trail Rides LLC's behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Posh Canyon Stables and/or Posh Canyon Trail Rides LLC's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the Posh Canyon Stables and/or Posh Canyon Trail Rides LLC's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Posh Canyon Stables and/or Posh Canyon Trail Rides LLC's and Posh Canyon Stables and/or Posh Canyon Trail Rides LLC's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or me and/or my minor child or legal ward, in relation to the premises and operations of Posh Canyon Stables and/or Posh Canyon Trail Rides LLC.

ALL RIDERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER _____ DATE: _____

RIDER's PRINTED NAME _____

SIGNATURE OF RIDER'S PARENTS/LEGAL GUARDIANS IF UNDER 18:

#1: _____ DATE: _____

#2: _____ DATE: _____

PARENTS/LEGAL GUARDIANS PRINTED NAMES:

#1 _____ DATE: _____

#1 _____ DATE: _____

RIDER PHONE #: _____ PARENT/LEGAL GUARDIAN'S #: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE #: _____

RIDER'S ADDRESS: _____
