

VERDE VALLEY HORSEMEN'S COUNCIL

P.O. Box 503

Cottonwood, AZ 86326

RIDE OR ACTIVITY NAME _____

DATE _____

RIDE HOURS _____

In consideration of acceptance to ride on a trail ride with the Verde Valley Horsemen's Council, and/or participate in any other activity sponsored by the Verde Valley Horsemen's Council, I, for myself, my heirs, executors, administrators, successors, assign, 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 this event.

I understand this release is intended to discharge and release in advance, the VERDE VALLEY HORSEMEN'S COUNCIL, its members and their respective agents, officers, officials, employees and representatives from and against any and all liability arising out of or connected in any way with my participation in this event, even though that liability may arise out of negligence or carelessness on the part of persons or entities mentioned above. I further understand that horseback riding accidents have resulted in serious injury or death.

ARS12-553. 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 willful, wanton or intentional acts or omissions.

All family members please sign, parent or guardian must sign if participant is under 18 years of age.

MEMBER

GUEST

NAME (Please Print) _____ SIGNATURE _____

NAME (Please Print) _____ SIGNATURE _____

NAME (Please Print) _____ SIGNATURE _____

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PLEASE COMPLETE THIS WAIVER AND GIVE TO TRAIL BOSS, THIS WAIVER MUST BE SIGNED BEFORE WE LEAVE ON A RIDE OR BEGIN AN EVENT. THIS IS AN INSURANCE REQUIREMENT AND THERE ARE NO EXCEPTIONS.

