

The Northern Arizona Chapter of the Arizona Dressage Association
Elemental Farms LLC DBA Freeman Farms
BMR Property Holdings LLC, AZ Equicare LLC DBA Imperio Acres
RELEASE, ASSUMPTION OF RISK, WAIVER & INDEMNIFICATION
THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS - CAREFULLY READ THIS DOCUMENT

I, being under no restraint and of my own free will, do agree to indemnify and save and hold harmless the Northern Arizona Chapter of the Arizona Dressage Association; AND Elemental Farms LLC AND Freeman Farms; AS WELL AS Norman Freeman AND Lynne Trenery; AND BMR Property Holding LLC AND Imperio Acres; AS WELL AS Beth Mulcahy Rosekrans; AND the Owners, Officers, Directors, Agents, Personnel, Volunteers, Officials, and Employees of THE NORTHERN ARIZONA CHAPTER OF THE ARIZONA DRESSAGE ASSOCIATION (hereinafter NACofADA”); ELEMENTAL FARMS LLC AND FREEMAN FARMS (hereinafter “FREEMAN”); AND, BMR PROPERTY HOLDING LLC AND EQUICARE LLC AND IMPERIO ACRES (hereinafter “IMPERIO”) from and against any and all losses, claims, actions, or proceedings of every kind, nature or description which may be presented or initiated at any time hereafter to recover money, property, or damages for any injuries or death to persons or animals, or any damage to property arising directly or indirectly from my participation in any of the horse or other activities at FREEMAN or IMPERIO or my presence at FREEMAN or IMPERIO. This includes, but is not limited to, riding, driving, handling, use of, and/or training of any horses/equines whether on or off the property and whether or not owned by or under the supervision of FREEMAN or IMPERIO.

1. *Acknowledgement of Inherent Risks of Equine Activities; Assumption of Risk.* I AM FULLY AWARE AND ACKNOWLEDGE THAT ACTIVITIES WITH HORSES AND ON A WORKING EQUESTRIAN FACILITY INVOLVE INHERENT DANGEROUS RISKS OF ACCIDENT, LOSS, AND SERIOUS BODILY INJURY INCLUDING, BUT NOT LIMITED TO, BROKEN BONES, HEAD INJURIES, SPINAL INJURIES, TRAUMA, PAIN, SUFFERING, OR DEATH (hereinafter “HARM”) TO MYSELF OR MY ANIMAL.

I am aware that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, leaving, or off the premises of FREEMAN or IMPERIO. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine or other animal to behave in ways that may result in HARM to persons on or around them- including, but not limited to, running, bucking, kicking, biting, shying, bolting, stumbling, rearing, falling, stepping on; (b) the unpredictability of the equine’s reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of myself or other participant to act in a negligent manner that may contribute to injury to me or others, such as failing to maintain control over an equine or not acting within ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to itself, its rider, driver or handler, or other persons or animals in the vicinity.

I understand that the dangers and conditions listed are an integral part of equine activities *even when I am NOT riding or driving the horse- such as when I am leading, grooming/bathing, petting, feeding, applying tack or around vehicles or equipment, loading, unloading, or even in the vicinity of horses.* I AM ALSO AWARE THAT FREEMAN AND IMPERIO ARE WORKING EQUESTRIAN FACILITIES WITH DANGEROUS EQUIPMENT, UNEVEN SURFACES AND IRRIGATION PONDS. *I am not relying on FREEMAN or IMPERIO to list within this document all possible inherent risks or all risks of participating in or attending its activities.*

HORSES BY THEIR VERY NATURE ARE UNPREDICTABLE AND SUBJECT TO ANIMAL WHIM. *I REALIZE THAT NO AMOUNT OF PRE-PLANNING, SAFETY EDUCATION OR PRECAUTIONARY MEASURES CAN COMPLETELY ELIMINATE RISK OF HARM OR DEATH TO MYSELF OR MY ANIMAL. ALSO, I REALIZE THAT EMERGENCY MEDICAL CARE MAY BE LIMITED IN THIS RURAL AREA.*

WITH FULL KNOWLEDGE AND APPRECIATION OF THESE AND OTHER INHERENT RISKS ASSOCIATED WITH EQUINE, SHOW AND/OR FARM ACTIVITIES, I FREELY AND VOLUNTARILY ASSUME THE RISKS OF MY ACTIVITIES AT FREEMAN OR IMPERIO.

2. *Waiver and Release of Liability.* I also voluntarily agree to waive any and all rights to sue and hereby release NACofADA AND/OR FREEMAN AND/OR IMPERIO from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of equine/farm activities or resulting from any action or inaction by NACofADA AND/OR FREEMAN AND/OR IMPERIO. This waiver and release is effective even if the injury, death or damage to person or property is caused, or contributed to, by actions or failure(s) to act of NACofADA AND/OR FREEMAN AND/OR IMPERIO and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither MYSELF NOR MY RELATIVES, REPRESENTATIVES, AGENTS or HEIRS shall make any claim against, maintain an action against, or recover from NACofADA, FREEMAN, AND/OR IMPERIO or others acting on their behalf for injury, loss, damage or death of the MYSELF, to MY HORSE, or to MY PERSONAL PROPERTY (*regardless of ordinary negligence by NACofADA AND/OR FREEMAN AND/OR IMPERIO or regardless of an alleged violation of an applicable equine activity liability law*). I acknowledge that if I am married, my spouse is aware of my involvement in this horse related activity and that he/she consented to the terms and conditions of this Agreement.
3. *Indemnification.* I AGREE to indemnify (that is, pay any losses, damages, or costs incurred by) NACofADA AND/OR FREEMAN AND/OR IMPERIO with respect to claims made by others for any HARM or property damage caused by ME, my agents, employees, associates, invitees or my animal(s) at FREEMAN OR IMPERIO.
4. *NACofADA Rules.* All participants of every entry (which include without limitation, the owner, lessee, trainer, manager, agent, coach, driver, rider, handler and horse): a. Shall be subject to the Operating Rules of NACofADA and its Code of Conduct; b. Represent that every horse, rider, and handler is eligible as entered.
5. *Attorney’s Fees and Costs.* The undersigned will pay all attorney’s fees and costs incurred by NACofADA AND/OR FREEMAN AND/OR IMPERIO in defending any claims brought. This Agreement will be construed under Arizona law and venue in Arizona is proper.

IF I AM A PARENT OR GUARDIAN OF A MINOR PARTICIPANT AT FREEMAN, I CONSENT TO THE MINOR’S PARTICIPATION AND AGREE TO ASSUME ALL OF THE PROVISIONS ON THIS AGREEMENT ON BEHALF OF THE MINOR. I AGREE TO ASSUME THE RISKS, HOLD HARMLESS, INDEMNIFY & DEFEND NACofADA AND/OR FREEMAN AND/OR IMPERIO AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS, OR EXPENSES, INCLUDING ATTORNEY’S FEES WHICH IN ANY WAY MAY BE CONNECTED TO MINOR’S PRESENCE AT NACofADA AND/OR FREEMAN AND/OR IMPERIO REGARDLESS OF ANY STATUTE OF LIMITATIONS OR CONTRACTUAL LIMITATION OF ACTIONS. *UNDER PENALTY OF PERJURY, I STATE THAT I HAVE AUTHORITY AS A PARENT OR LEGAL GUARDIAN TO SIGN ON MINOR’S BEHALF.*

HELMETS ARE REQUIRED FOR ALL PARTICIPANTS. PARTICIPANTS 18 AND OVER EFFECTIVELY WAIVE THE HELMET REQUIREMENT BY NOT WEARING A HELMET.

I acknowledge that I have had ample opportunity to read the above and have read the above and understand the above. I agree to the provisions of this Agreement. This Agreement may be executed by electronic signature which will have the full force as a handwritten signature. Electronic signature is made in compliance with applicable electronic signature laws, including the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and any relevant state electronic transaction laws.

ARS 12-553. 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 wilful, wanton or intentional acts or omissions.