



**AMADO EQUINE HACIENDA, LLC.**

PO Box 851, Amado, AZ 85645

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PROPERTY ACCESS, EQUINE ACTIVITIES RELEASE, WAIVER OF LIABILITY,  
ASSUMPTION OF RISK & INDEMNITY AGREEMENT AND LIABILITY RELEASE FORM

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PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS FACILITY AND/OR ANY EMPLOYEE AND/OR INSTRUCTOR CONNECTED WITH IT DOES NOT GUARANTEE YOUR SAFETY OR THAT OF ANY HORSE.

BY SIGNING YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF THE USE OF AN EQUINE OWNED, MANAGED, OR BOARDED BY AMADO EQUINE HACIENDA (“AEH”), ENGAGING IN EQUINE ACTIVITIES OR OTHERWISE INTERACTING WITH A HORSE AT 27777 S NOGALES HWY, AMADO, ARIZONA 85645 (THE “PROPERTY”).

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**PARTICIPANT NAME:** \_\_\_\_\_

**MINOR (CIRCLE ONE):**    YES        NO

**GUARDIAN NAME IF MINOR:** \_\_\_\_\_

**PURPOSE FOR ACCESS TO PROPERTY (CHECK ALL THAT APPLY):**

- HORSE OWNER
- LESSON STUDENT
- GUEST OF HORSE OWNER OR LESSON STUDENT:  
\_\_\_\_\_
- CLINIC PARTICIPANT OR AUDITOR
- COMPETITION PARTICIPANT OR SPECTATOR

**HORSEBACK RIDING SKILL** (ENTER 1-10, 1 for BEGINNER, 10 for EXPERT): \_\_\_\_\_

**HORSE HANDLING SKILL** (ENTER 1-10, 1 for BEGINNER, 10 for EXPERT): \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

In consideration for participating in horse-related activities or instruction connected with Amado Equine Hacienda, LLC, the undersigned hereby agrees as follows:

**I. REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT:** I, the following listed individual hereinafter known as the “RIDER” and the parents or legal guardian(s) thereof if a minor, do hereby voluntarily request and agree to participate in horse riding or horse instruction on and about Amado Equine Hacienda, LLC (“AEH”), and that RIDER will ride his or her own horse, or one borrowed or leased by RIDER’S own arrangement, today and on all future dates:

NAME (RIDER): \_\_\_\_\_ (age, if under 18) \_\_\_\_\_



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- II. SCOPE OF AGREEMENT AND DEFINITIONS:** This agreement shall be legally binding upon me, the RIDER, and the parents or guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the State of Arizona. Any disputes by the RIDER shall be subjected to Paragraph XI below and litigated in the county in which AEH is physically located. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding, instruction in, or otherwise handling of or being near horses, ponies, mules, and donkeys whether from the ground or while mounted. The term "RIDER" shall herein refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The terms "I", "me", and "my" shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.
- III. INHERENT RISK OF ACTIVITY:** I understand that horseback riding is a rugged recreational activity that will expose me to above normal risks, and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and, at the least, can require more hospital days and result in more lasting residual effects than injuries from most other activities. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for or is considered usable for the instruction of beginners. Horse accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable, and sometimes fatal, danger from participation in this activity.
- IV. NATURE OF RIDING HORSES:** I understand that no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance from 3 ½ to 5 ½ feet, and the impact may result in injury or even death to the rider. Horseback riding is the only sport where on much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of each other. If a horse is frightened or irritated it may divert from any training it has received and act according to its natural survival instincts which may include but not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, running under obstacles or trees intended to knock the rider off, or running from danger.
- V. CONDITIONS OF NATURE:** AEH is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and/or domestic animals, insects or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, AEH is not responsible for irregular or obstructed footing on groomed or wild land (including arenas, pens, or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, AEH is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), trappers (setting traps, for example), railroad engineers (operating trains, for example), or car drivers or occupants (honking horns or throwing objects to scare a horse, for example).
- VI. INSPECTION OF PREMISES:** I, the RIDER, have had either the opportunity to inspect or has actually inspected AEH's facilities, riding areas, and neighboring properties, as am satisfied that all premises are reasonably safe for RIDER's intended purpose, usage, and presence.
- VII. ACCIDENTAL AND PERSONAL LIABILITY INSURANCE:** I agree that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and



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deductibles. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages.

**VIII. PROTECTIVE HEADGEAR WARNING:** I agree that for myself and on behalf for my child and or legal ward have been fully warned and advised by AEH that protective headgear should be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possible prevent the wearer's death from happening as the result of a fall and other occurrences. AEH recommends that the chosen protective headgear should be approved for equestrian activities by the American Society for Testing Materials (ASTM) and those certified by the Safety Equipment Institute (SEI). To work properly, a helmet must be properly fitted and secured.

**IX. PROTECTIVE HEADGEAR REQUIREMENTS:** ASTM and SEI approved helmets are to be worn while jumping and during lessons by the RIDER. If a RIDER chooses not to use protective headgear while riding or working around horses, AEH is not responsible for any injuries. All RIDERS under 18 years of age are required to wear protective headgear.

All RIDERS initial here to acknowledge inherent and potential risk of *not* wearing protective headgear.

\_\_\_\_\_ (*rider to sign/initial*)

**X. LIABILITY RELEASE:** I agree that in consideration of AEH allowing my participation in this activity under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward or other parent, heirs, administrators, personal representatives, assigns, do agree to hold harmless, release, and discharge AEH, its owners, agents, members, independent contractors, employees, officers, directors, representatives, assigns, owners of premises, affiliated organizations and insurers and others acting on its behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to AEH's and/or its Associate's ordinary negligence; and I do further agree that except in the event of AEH's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against AEH and its Associates as stated above in this clause for any economic or 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 AEH, to include while riding, handling, or otherwise being near horses owned by or in the care custody and control of AEH, whether on or off the premises of AEH.

**XI. ATTORNEY'S FEES:** The safest course of action is not to ride or be around horses. Knowing this, anyone who nevertheless engages in and is hurt in this activity also agrees to indemnify AEH and its Associates for all reasonable attorneys fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the RIDER, the parents or guardians thereof, of his or her heirs, estate, assigns, including all minor children, and parental representatives.

As much as we enjoy making our property available to various riders (paying or otherwise), we respectfully request that if RIDER believes that a horse-related personal injury or death (apart from AEH's willful and gross negligence) is justifiable grounds for shifting any part of the financial, emotional, and physical burdens of his or her injury (as onerous, regrettable, and/or tragic as they may be) back to AEH or its Associates, then *please do not participate in this activity on our property.*



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**ALL INDIVIDUALS ACCESSING THE PROPERTY, RIDERS AND PARENTS OR LEGAL GUARDIANS  
MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.**

**I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FORGOING AGREEMENT,  
WARNINGS, RELEASE AND ASSUMPTION OF RISK.**

**I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND  
ACCURATE.**

**SIGNED:** \_\_\_\_\_ **DATED:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_