AGREEMENT TO ASSUME ALL RISKS: RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY

Please read this contract carefully. ***It releases Arizona Horseback Adventures, LLC from liability/and waives certain rights.***

In consideration of being permitted to participate in a guided trail ride with Arizona Horseback Adventures, LLC ("AZ Horseback"), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in a guided trail ride with AZ Horseback (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.** I understand, acknowledge, and agree that participating in 'the Activity. involves certain inherent dangers and risks that cannot be eliminated or controlled by AZ Horseback, the presence of which are integral to the adventurous nature of the Activity. I understand and agree that the following is a list of inherent dangers and risks that could cause physical or emotional injury or death, but that it is not exhaustive - I understand that there are many other dangers or inherent risks associated with the Activity not listed below: unmaintained or rough trail; path and/or trail obstructions; slipping, tripping, or falling; variations in terrain; exposure to steep terrain; unstable or loose rock or other terrain; trail and ledge side drop-offs; errors in wrangler or guide judgment or lapse in guide or wrangler skill; failure or malfunction of equipment or tack, including slipping saddles; falling off an equine animal, being thrown from, bucked off, kicked by, stepped on, or bitten by an equine animal; being caught in tack or ropes and dragged by an equine animal; allergic reactions to equine animals; falling or other injurious contact with equine animals, equipment, or fencing; all risks generally associated with the wild nature of equine animals, including unexpected spooking or behavior; unpredictable reactions of equine animals to such things as medication, sounds, sudden movement and unfamiliar objects, wildlife, persons or other animals; hazards such as surface and subsurface ground conditions; collisions with other equine animals or objects; the failure of other participants to maintain control over equine animals or to act outside of participant's abilities; unmarked obstacles; collisions with natural and man-made objects; collisions with other trail users; getting lost; equipment failure or malfunction; dangerous wildlife or insects, including scorpions and rattlesnakes; dangerous contact with domestic animals; exposure to dangerous or poisonous plants; allergen exposure; snake bites; scorpion stings; bee stings; falling trees; storms; wind; hail; lightning; flash flood; temperature fluctuations; extreme or partial darkness; landslides; earthquakes; rock-fall; mental or physical shock; burns or burning associated with hot surfaces and sun exposure; discharge of weapons in or near the area of Activity; overexertion; steep and/or rough trail conditions; fatigue; dizziness or disorientation; diminished reaction time; dangerous water crossings; mentally or physically unstable or criminal trip participants; negligence by trip participants; all manner of outdoor injuries including brain injury, spinal injury, broken bones, burns, internal injury, sickness or disease, exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens (including but not limited to contraction of COVID-19); exacerbation of Participant's own health condition(s); hypothermia, sunburn, frostbite, heatstroke, dehydration, and hyponatremia; physical or psychological trauma; getting lost; errors in trail guide judgment; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure or lack of communication equipment; and mental, physical, or emotional injury or distress from exposure to any of the above. I understand that AZ Horseback has done its best to list the known risks of participating in the Activity; but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity, I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

3. Participant's Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me) whether in writing or verbally, and agree to follow all trail guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with AZ Horseback the risks of participating in the Activity and my assumption of those risks. I acknowledge and agree that it is my sole option to use or to decline the use of· a helmet for any Activity. Risks associated with declining the use of a helmet include: any and all manner of head injuries, including brain injury, neck injury, spinal injury, paralysis, skull fractures, punctures, and concussion. I understand that Participants aged 6 through 12 years old are required to wear a helmet to participate in the Activity. I have been informed of and understand the expectations of me while engaging in the Activity. I understand that I am responsible for truthfully disclosing and notifying AZ Horseback of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I am not relying on any prior oral, written, or visual representations made by AZ Horseback, including in any website or promotional materials, to induce me to participate in the Activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

4. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for AZ Horseback's agreement to allow the Participant to participate in the Activity, I **HEREBY AGREE NOT TO SUE Arizona**

Horseback Adventure, LLC, its affiliated companies and subsidiaries, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, contractors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not gross negligence or intentional conduct).

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, undersigned will be required to pay back to the released parties all sums of money incurred by, or paid by or on behalf of, any of the released parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

6. Medical Authorization: I hereby: 1) authorize the Released Party to undertake any emergency medical care for me; 2) authorize the Released Party and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold the Released Party harmless from any claims associated with such medical care and/or related transportation.

7. **Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity and sign this document out of a desire to have the Participant be allowed to participate in the Activity. I represent that I am a **legal** parent or guardian of the minor Participant.

8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law: It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

9. Agreement to Application of Arizona Law and Selection of Forum: I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by Arizona law, and that the exclusive jurisdiction for any claim shall be in the Maricopa County, Arizona Superior Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

10. Miscellaneous Provisions: I agree that AZ Horseback may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of AZ Horseback If any sentence, clause, paragraph, or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLYBOUND BY THE TERMS OF THIS AGREEMENT.

_____	_____	_____
Signature	Printed Full Name	Date

If signing on behalf of a minor, printed full name of minor Participant: ___ _;_____

ARIZONA HORSEBACK ADVENTURES, LLC' ADDENDUM TO AGREEMENT TO ASSUME ALL RISKS

The undersigned Participant executes this Addendum to the Agreement to Assume All Risks or Agreement to Assume All Risks; Release of Liability/Agreement Not to Sue ("Agreement") hereby incorporated within the Agreement, and further acknowledges and contractually agrees as follows:

1. Helmet Use. Participant is participating in a horseback ride with AZ Horseback. AZ Horseback recommends the use of helmets for every horseback rider. Helmets are required for all horseback riders aged six to fifteen, and are available upon request.

( ) PROTECTIVE HEADGEAR ACCEPTANCE: I request to wear protective headgear which AZ Horseback provides.

( ) PROTECTIVE HEADGEAR REFUSAL. I refuse to wear any type of protective headgear offered by AZ Horseback and I/WE accept full responsibility for MY/OUR Safety in this decision.

2. Heightened Risks. Participants who choose not to wear a helmet while participating in a horseback ride with AZ Horseback expose themselves to heightened and additional risks to those assumed by a Participant as previously acknowledged in the Agreement. The inherent risks of the horseback ride are heightened and enhanced by the fact that Participant is not wearing the recommended protective head gear. Therefore, all risks inherent to participating in a horseback ride are heightened, and the risk of injury or death is correspondingly higher. These risks may include but are not limited to: head injuries, including brain injury, neck injury, spinal injury, paralysis, hematoma, skull fractures, punctures, and concussion.

3. Participant's Acknowledgements and Assumptions of Risk. I understand and agree that if I choose not to wear the recommended helmet while participating in a horseback ride with AZ Horseback, I am exposing myself to the heightened and additional risks noted above. I understand and acknowledge the increased risk associated with not wearing a helmet during a horseback ride and willingly assume those heightened and additional risks.

To the extent any language in this Addendum conflicts with the Agreement, this Addendum shall control. To the extent Participant is a minor, I sign this Addendum on behalf of the minor Participant.

_____ _____

Signature Printed Full Name Date

If signing on behalf of a minor (13-17rs of age), printed full name of minor Participant:

_____