

DRESSAGE WITH MICHELL, LLC

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

(Revised 6.4.20)

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. YOU ARE ACKNOWLEDGING THAT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF Dressage with Michell, L.L.C. (Herein after Dressage with Michell) ITS OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

I, _____ on behalf of myself (or my minor child) (_____) reside at _____ (address), in _____, (city), _____ (state), _____ (zip).

In consideration for allowing me (and/or my minor child) to partake in Equine Activities on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge awareness of the inherent risks associated with equine activities, and am willing and able to accept full responsibility for my and my child's own safety and welfare.
2. Acknowledge that a horse, pony, mule, donkey or ass may, without warning or, any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
3. ACKNOWLEDGE THAT EQUINE ACTIVITIES ARE INHERENTLY DANGEROUS INVOLVING RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH TO RIDER, HORSE, SPECTATORS, TRAINERS AND OTHERS, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
4. Voluntarily assume the risk and danger of injury or death inherent in equine activities at Dressage with Michell.
5. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by equine professionals or Dressage with Michell.
6. RELEASE, and DISCHARGE Dressage with Michell, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person, my child, my horse(s), the horse(s) of my child or property. As provided by A.R.S. Section 12-553, the Releasees are not intended to include an equine owner or equine owner's agent who is grossly negligent, or commits willful, wanton or intentional acts or omissions in connection with an accident involving horse and rider or handler.
7. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my or my child's experience, knowledge or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
8. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Dressage with Michell and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with Equine Activities or my or my child's use of the horse and any equipment of gear provided therewith or any acts or omissions of Equine Professionals, wranglers or other employees or agents.
9. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona Law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Dressage with Michell, or its owner, agents, or employees, for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Releasees in defending such an action.

11. State that I am not now pregnant and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by equine activities including horseback riding.
12. Acknowledge I have been provided, have read and agree to abide Dressage with Michell Rules and Regulations, including but not limited to, the requirement that ALL RIDERS WEAR SEI/ASTM APPROVED PROTECTIVE HELMETS WHILE MOUNTED.
13. I state the ability of rider _____, is (check one):
 _____ Beginner _____ Intermediate _____ Advanced
14. Agree that if the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or guardian must also read this Agreement and sign below on the behalf of the minor.
15. Agree that if a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation. If the dispute cannot be settled through negotiation or mediation, the Parties agree to submit the dispute to arbitration before a mutually agreed upon arbitrator qualified to practice law in the State of Arizona. The parties agree that any decision rendered by the arbitrator is binding, non-appeal able and may be entered in and enforced by the Maricopa County Superior Court.
16. Agree that this Agreement is governed by the laws of the State of Arizona. Agree that Maricopa County, Arizona is the proper jurisdiction and venue for resolution of any dispute with the said document.

DEFINITIONS

Unless defined in this Release or A.R.S. Section 12-553, all terms are subject to their regular and ordinary meaning. For purposes of this Release:

1. The term **Equine Activity** includes without limitation (i) any show, competition, event, hunt, exhibition, or performance of any kind, for all disciplines and any breed; (ii) any training and teaching activities; (iii) boarding and grooming; (iv) inspection, sale and marketing of equines; (v) care and treatment of equines; (v) breeding (vi) insemination, breeding, and foaling; and (vii) rides, trips and any other equine activity of any type scheduled or impromptu or for profit or pleasure.
2. The term **Equine Professional** includes any person, including any person who, for compensation (i) engages in instructing any participant in any Equine Activity; renting a participant in an Equine Activity; and (ii) rents an equine or equipment or tack for any Equine Activity.
3. Dressage with Michell includes Dressage with Michell and the premises upon which Dressage with Michell operates for Equine Activities.

I have read this document. I understand it is a promise not to sue and to release Dressage with Michell, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to partake in Equine Activities. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of Equine Activities.

Name: _____

Signature: _____ Date: _____

*Phone: _____ *Cell: _____

*Email: _____

Name: _____

(Parent or Legal Guardian of Minor)

Signature: _____ Date: _____

Emergency Phone: _____ Relation: _____