

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gypsy Gymnastics Vaulting Club @39122 N 26<sup>th</sup> St, Cave Creek, AZ 85331 aka Stefanie Maass hereinafter referred to as MANAGER and \_\_\_\_\_, hereinafter referred to as RIDER/VAULTER. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Rider/Vaulter, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Rider/Vaulter acknowledges that horses, by their very nature are unpredictable. Rider/Vaulter assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider/Vaulter agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. Rider/Vaulter further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider/Vaulter. Rider/Vaulter assumes all risks therefor and warrants a full and fair disclosure of Rider's/Vaulter's abilities has been made to Manager.

Rider/Vaulter expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Manager or its representatives, agents or employees.

**WARNING**

**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.**

2. Rider/Vaulter agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's/Vaulter's use of or presence upon the property of Manager and the facilities located thereon.

3. In the event Rider/Vaulter is using Rider's/Vaulter's own horse, or a horse(s) not owned by Manager, Rider/Vaulter warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider/Vaulter agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$2,000 for damages such as pain and suffering.

5. Rider/Vaulter agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

All riding/vaulting adults must sign this form. Riders/vaulters on a single release must live at the same address.

Rider/Vaulter Printed Name

Minor Y/N Rider Address (All riders/vaulters on a single form must live at the same address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adult Rider/Vaulter Phone Number and email

Rider/Vaulter Known Medical Conditions

\_\_\_\_\_  
\_\_\_\_\_

Rider/Vaulter Signature

Parent/Guardian Signature