

AZ ACRES INCORPORATED  
RELEASE OF LIABILITY

I understand that equine activities are hazardous to participants, regardless of all feasible safety measures that can be taken.

Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risk of and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities. (Equine Liability Act effective July 7, 1995). Each participant shall have sole individual responsibility for knowing the range of his or her ability, to maintain control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings, to perform equine activities only in an area or in facilities designated and to refrain from acting in a manner that may cause or contribute to the injury of anyone.

The term "engages in an equine activity" means riding, training, assisting in the medical treatment or, or being a passenger upon an equine whether mounted or unmounted or assisting a participant.

The term "risks of engaging in equine activities" includes but is not limited to the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them, the unpredictability of an equine's reaction to sounds, sudden movement, and unfamiliar objects, person, or other animals or other things, certain hazards such as surface and subsurface conditions, collisions with other equines or objects, 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 his or her ability.

I assume full responsibility for myself and/or my minor child of the risks of engaging in equine activities and the legal responsibility for injury, loss or damage to person or property from the risk of equine activities. In the case where an equine is provided to me or my minor child, I understand that reasonable and prudent efforts will be made to determine the ability of the participant to engage safely in the equine activity and the participant's ability to manage safely the particular equine based on the representation of the participant's ability. I am aware of the following risks that include but are not limited to, the propensity of an equine to behave in dangerous ways that may result in injury to the participant, the inability to predict an equine's reaction to sound, movement, objects, persons, or animals and the hazards of the surface and subsurface conditions. I assume full responsibility to inspect all tack and safety equipment, including tack and safety equipment I do not own and report immediately any faults.

Understanding the risks, I do hereby advise and represent and warrant to Az Acres Incorporated, that I do release its officers, employees, Kevin, Loretta and Megan Clifford and anyone else directly or indirectly connected with Az Acres Incorporated from any liability in the event of any injury or damage of any nature (perhaps even death) to me or anyone else caused by my or my minor's participation in any equine activity. I agree not to sue, claim against, attach the property of or prosecute Az Acres Incorporated, its officers, Kevin, Loretta and Megan Clifford, or any employee.

This release shall be binding not only upon me but also upon my heirs, my personal representatives and legal representatives and anyone who could claim an interest through me or my minor child. I have executed this release willingly. I have carefully read this agreement and full agree with its content. This release remains valid until specifically revoked.

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Signature of Participant or Legal Guardian (if minor)

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Child's Name