

# Rolling Hills Riding Academy, LLC

## RELEASE AND WAIVER OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND ARE AWARE OF THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES, IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR YOU AND OR YOUR CHILD'S OWN SAFETY AND WELFARE AND RELEASES THE EQUINE OWNER (THE "HOST") OR AGENT FROM LIABILITY UNLESS THE EQUINE OWNER OR AGENT IS GROSSLY NEGLIGENT OR COMMITS WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS. YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES.

I, on behalf of myself (and my minor child) \_\_\_\_\_)

Reside at \_\_\_\_\_.  
[Street Address] [City] [State] [Zip]

In consideration for allowing me (or my minor child) to use the facility and participate in programs and events ("Programs") at **Rolling Hills Riding Academy LLC (the "Host")** the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1. **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host (Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the host, unless conduct that is found to constitute gross negligence or willful wanton or intentional acts or omissions of its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law.
2. **TO ASSUME ALL RISKS** of the participating in the Programs and using the Equipment. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
3. **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Programs and use of the Equipment.
4. **TO INDEMNIFY** its owner, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

### Arbitration

The Participant, and the Participant's parents(s) or legal guardian(s), if participant is a minor, hereby agrees to submit any dispute arising from participation in the programs, for which participant intends to seek damages in excess of **\$75,000.00**, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrators shall be an officer or director of any entity that operates a **Guided Horse Trail Rides** in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district of **Tucson, AZ**, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve the matter. In the event that participant, or the participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the programs, Participant and/or Participant parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of **\$75,000.00**, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this agreement are enforceable under applicable law.

**Photography/Videography Release**

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of participant of any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content,

**Personal Responsibility**

**The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.**

**If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.**

**The Participant understands that his/her participation in the Programs is voluntary and further understand that he/she has the opportunity to inspect the Host's equipment and location before any participation.**

**The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the programs and immediately bring said hazard to the attention of the Host.**

I, \_\_\_\_\_ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this agreement is deemed to be invalid under the law of applicable jurisdiction, the remaining portions of the agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_