

7. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Instructor & Premises Owner, Board of Directors 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 either my use of the horse and interaction with any and all **TRAK** animals, equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.
8. 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.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against **TRAK** or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.
10. 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 horseback riding.
11. IT IS RECOMMENDED THAT MY CHILD AND ALL RIDERS WEAR PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.
I (and for my child) decline to wear a helmet (please initial here): _____.
12. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

WARNING: UNDER ARIZONA LAW, AN EQUINE OWNER OR AGENT OF AN EQUINE OWNER IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PUSUANT TO THE REVISED STATUTES OF ARIZONA, A.R.S. 12-553.

I have read this document. I understand it is a promise not to sue and to release the stable, It's 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 ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure or horseback riding experience.

(Date)

(Signature)