



RESOLUTION HORSE COMPANY

164 W. Liana Drive
Chino Valley, AZ 86323

Equine Riding Activities—Assumption of Risk and Liability Release Agreement

READ AND COMPLETE ALL SECTIONS CAREFULLY BEFORE SIGNING

RIDER'S FIRST NAME: _____ **LAST NAME:** _____

(If rider is younger than 18 years old) Parent's name: _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

E-mail address: _____

PLEASE SEND US THE
OCCASIONAL NEWSLETTER

Emergency Contact Info

Name: _____

Phone: (_____) _____

Relationship to participant: _____

Medical Insurance Info

Medical insurance company:

Policy number:

I do not carry medical insurance

PLEASE CHECK ALL THAT CURRENTLY
APPLY TO THIS PARTICIPANT:

Age: 5 years or younger
 6 to 17 years
 18 years or older

Weight: Under 80 lbs
 Between 80 and 200 lbs
 Over 200 lbs

Riding experience:
 None
 Less than 10 hours
 10 hours or more

Safety Question

Does this participant have any physical or mental condition(s) which may affect his/her safety and ability to ride or train a horse? (circle one)

Yes No

If you circled "YES," how can we help this participant with his or her special needs?

REGISTRATION OF PARTICIPANT AND PURPOSE OF AGREEMENT I, the above-listed individual hereinafter known as the "Participant", and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all Resolution Horse Company (hereinafter known as the "Company") activities including horse riding as a student of the Company, and that if I ride a horse provided by the Resolution Horse Company, I will do so for instructional purposes.

SCOPE OF AGREEMENT, TERRITORY, AND DEFINITIONS This agreement shall be legally binding upon me, the registered Participant (and the parents or legal guardians thereof if a minor), my heirs, estate, and assigns, including all minor children and personal representatives; and it shall be interpreted according to the laws of the state and county of the Resolution Horse Company's physical location. This agreement is intended to be valid and binding at all times now and in the future when the Resolution Horse Company permits me (directly or indirectly) to enter the Company's property, be on the Company's property, be near any horse, receiving riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off of the Company's property. Any disputes by the Participant shall be litigated in, and the venue shall be, the county in which Resolution Horse Company is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void but the remainder of this agreement continues in full effect. The term "horse" and "equine" herein shall refer to all equine species. The terms "I", "we", "me, and "my" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

INHERENT RISKS/ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal/Resolution Horse Company activities, regardless of all feasible safety measures which can be taken, and I agree to assume these risks. The inherent risks include (but are not limited to) any of the following: (1) the propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; (2) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (3) hazards, including but not limited to, surface or subsurface conditions; (4) a collision, encounter, and/or confrontation with another equine, another animal, a person, or an object; (5) the potential of a participant in an equine activity to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from a horse to the ground, it will generally be a distance of 3½ to 5½ feet and the impact may result in harm to the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, a much larger, stronger prey animal with a mind of its own (the horse)—and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which may include (but is not limited to) stopping short, spinning around, changing directions and/or speed at will, shifting its weight, bucking, rearing, kicking, biting, rolling, or running from danger. I/we also acknowledge these are just some of the risks and I/we agree to assume other risks not mentioned above. I am/we are not relying on the Resolution Horse Company to list all possible risks for me/us.

CONDITIONS OF NATURE WARNING; UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING; AND INSPECTION OF PREMISES I/WE AGREE THAT: The Resolution Horse Company is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, and wind; wild or domestic animals, insects, or reptiles, which may walk, run, fly near, bite, or sting a horse or person; and irregular footing on out-of-doors groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I/we also understand these are just some of the risks and I/we agree to assume other risks not mentioned above. I am/we are not relying on the Resolution Horse Company to list all possible conditions for me/us. The participant (and parent or legal guardian as required) has/have inspected the Resolution Horse Company's facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage, and presence upon the Company's premises.

SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around a horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any looseness in the girth so action can be taken to avoid the slipping of the saddle and the potential for the participant to fall from the horse.

PROTECTIVE HEADGEAR—HELMET WARNING I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by the Resolution Horse Company that protective headgear which meets or exceeds the quality standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet should be worn while riding and/or training and/or being near horses, and I/we understand the wearing of such headgear/helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrence. I am/we are not relying on the Resolution Horse Company and/or its associates to provide a certified helmet for me or my child or legal ward, or to

check any headgear/helmet or headgear/helmet strap that I or my child or legal ward may wear, or to monitor my or my child's or legal ward's compliance with this suggestion at any time now or in the future.

“LIMITATIONS ON LIABILITY FOR EQUINE ACTIVITIES” WARNING OR LANGUAGE: I / WE ACKNOWLEDGE THAT: I/we have reviewed this state's Limited Liability of Equine Owners and Owners of Equine Facilities statutes (Arizona Revised Statutes § 12-553), a copy of which is available from Resolution upon request. These statutes are incorporated into this document as if fully set forth herein.

MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company **shall pay for ALL such incurred expenses.**

PHOTO RELEASE I/WE RELEASE: All rights to photos taken of me/us while at the Resolution Horse Company or participating in any of the Company's activities, for present or future use by the Resolution Horse Company, its staff, founders, or board of directors in the Company's publications, videos, books, newsletters, website, news releases, public announcements, etc.

SAFETY AGREEMENT I/WE AGREE: To stay out of all barns, sheds, paddocks, corrals, tack rooms, personal living quarters, garages, and other buildings and areas that are not being used for horse-related activities with this participant.

LIABILITY RELEASE I/WE AGREE THAT: In consideration of the Resolution Horse Company allowing my participation or the participation of my minor child and/or legal ward in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge the Resolution Horse Company, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, collectively referred to as “associates”), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the Resolution Horse Company's and/or its associates' ordinary negligence or legal liability; and I do further agree that except in the event of the Resolution Horse Company's gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against the Resolution Horse Company and its associates, as stated above in this clause, for any economic or non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of the Resolution Horse Company, to include while riding, driving, training, handling, or otherwise being near horses owned by me or by the Resolution Horse Company, or in the care, custody, or control of the Resolution Horse Company, whether on or off the premises of the Company, but not limited to being on the Company's premises.

All Participants and/or Legal Guardians* must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE, AND ASSUMPTION-OF-RISK AGREEMENTS. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM/WE ARE GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM/WE ARE SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

Signature of **Participant** (required for anyone 13 and over)

Date

Signature of **Legal Guardian*** (required for anyone under 18)

Date

* Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process. Signed notes are not considered legal.