

**ELKHORN RANCH, INC.**  
**PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS,**  
**ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**

By signing this document, I am forever waiving and releasing any and all claims I may now or later have against Elkhorn Ranch, Inc. ("Elkhorn Ranch") related in any way to my own and/or the minor child(ren) identified in Section 10 (hereinafter "Listed Minors") participation in any Elkhorn Ranch event or activity (including but not limited to horseback riding, water related activities, hiking, campfires, horse shoe games, and numerous other pastimes) or the use of its facilities, including claims of negligence, and on behalf of myself, my spouse, children/wards, my parents, heirs, assigns, personal representatives, and estate, I hereby agree to fully and permanently release, waive, and discharge Elkhorn Ranch, its agents, owners, stockholders, members, managers, shareholders, directors, officers, partners, employees, suppliers, manufacturers, participants, affiliates, successors, and assigns (collectively the "Released Parties") from any and all claims, liability, demands, or causes of action related in any way to my own and/or the Listed Minors participation in any Elkhorn Ranch event or activity or the use of its facilities, including use of or presence in any real or personal property of Elkhorn Ranch or the other Released Parties, without regard to whether a claim already exists or may arise in the future.

I have reviewed and read Arizona Revised Statutes (A.R.S.) 12-553 (included herein as Exhibit A) and understand said statute limits my rights and the rights of the Listed Minors; and I also understand that this agreement further limits my rights and the rights of the Listed Minors and creates duties upon us exceeding the provisions of said Statute.

*EXHIBIT A. Arizona Revised Statutes 12-553. Limited liability of equine owners and owners of equine facilities; exception; definitions*

*A. 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.*

*B. Subsection A does not apply to an equine owner or agent of the equine owner who is grossly negligent or commits wilful, wanton or intentional acts or omissions.*

*C. An owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine with or without the owner's permission is not liable for injury to or death of the equine or the rider or handler.*

*D. Subsection C does not apply to an owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine if either of the following applies:*

- 1. The owner, lessor or agent knows or should know that a hazardous condition exists and the owner, lessor or agent fails to disclose the hazardous condition to a rider or handler of an equine.*
- 2. The owner, lessor or agent is grossly negligent or commits wilful, wanton or intentional acts or omissions.*

*E. As used in this section:*

- 1. "Equine" means a horse, pony, mule, donkey or ass.*
- 2. "Release" means a document that a person signs before taking control of an equine from the owner or owner's agent and that acknowledges that the person is aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for his own safety and welfare and releases the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits wilful, wanton or intentional acts or omissions.*

I understand that (a) Elkhorn Ranch makes its services and facilities available to customers for recreational use only, (b) participation is purely a volunteer recreational activity designed for fun and is not a service to the general public or necessary in any sense, and (c) I and the Listed Minors are assuming the risks set forth in this Agreement and inherent in those activities at Elkhorn Ranch.

Initial of Participant or Parent or Legal Guardian \_\_\_\_\_

For good and valuable consideration of the services being provided by Elkhorn Ranch, the receipt and sufficiency of which is hereby acknowledged, in addition to the above, I hereby acknowledge and agree to the following on behalf of myself and the Listed Minors:

**1. Inherent Risks.** I acknowledge that the following describes some, but not all of the risks that I and the Listed Minors might encounter while at the Elkhorn Ranch or while participating in activities at or through Elkhorn Ranch. I acknowledge that guest ranches, such as Elkhorn Ranch, with activities like horseback riding, water related activities and numerous other pastimes entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to me or the Listed Minors, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in one's normal day to day activities and that these inherent risks contribute to my, or the Listed Minor's, enjoyment and excitement and are an integral reason for participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities of the guest ranch experience.

I also understand and acknowledge that failing to use, or properly use, safety type equipment such as protective headgear or slip on lace-less style riding boots with smooth soles and heels increases the risk of injury or of not surviving an accident or incident while horseback riding. I agree and acknowledge that the term "horse" herein shall refer to all equine species and the term(s) "horseback riding" OR "riding" herein will refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or while mounted on the animal. The term "rider" will herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

I acknowledge that horseback riding is classified as a RUGGED ADVENTURE OR RECREATIONAL ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. I understand and acknowledge that riding while pregnant presents numerous obvious and non-obvious inherent risks to me and my unborn baby or babies. Per this document, I acknowledge being advised that, horse activities may result in a stay at a hospital; related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I understand and acknowledge the fact that no horse is a completely safe horse; horses are approximately 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground, it will generally be at a distance from 3-6 feet, and the impact may result in injury to the rider. I understand and acknowledge that horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become a unit of movement with another much larger stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. I understand and acknowledge that 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 are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking, rearing, kicking biting, or from danger. I understand that riders should not carry loose items while riding (IE – toys, purses, hats not fastened securely) that may fall, blow away, flap in the wind or make sharp noises that could frighten the horse; riders should not yell or scream or make other sharp noises that could scare the horse. I understand and acknowledge that saddle girths (saddle fasteners around the horse's belly) may come loose and cause saddle slipping; in the event I notice mine or another rider's saddle slipping it will be my responsibility to notify the guide/wrangler immediately to get assistance in re-securing the saddle. I understand and acknowledge that, upon mounting a horse and taking up the reins the rider is in primary control of the horse; as such, my safety, or the safety of the Listed Minor(s), as the rider largely depends upon my/our ability to carry out simple instructions, and my/our ability to remain balanced aboard the moving animal. I also understand and acknowledge that this ranch is NOT responsible for acts, occurrences or elements of nature (IE –thunder; lightening; rain; wind; wild and domestic animals, insects or reptiles that may run, fly near, bite and/or sting a horse or person; irregular footing on out-of-door groomed or wild terrain) that can scare a horse, cause it to fall or cause it to react in some other unsafe way.

I acknowledge that I, or the Listed Minors, may choose to participate in other activities/pastimes while at the Elkhorn Ranch – each of which will have its own known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. Other activities include things like hiking, campfires, a swimming pool, horse shoe games, etc., each of which has elements of risk.

I acknowledge and understand that Elkhorn Ranch's facilities and horseback riding terrain are located in desert/ranch environment that has numerous obvious and non-obvious inherent hazards including, but not limited to, cliffs, rocks, holes, fences, machinery, stumps, logs, ditches, debris, roads, trails, washes, streams, rugged terrain, cacti or other flora, stinging and/or poisonous insects and reptiles, and forces of nature. I acknowledge that in the desert area in which Elkhorn Ranch is located, participants may experience extreme environmental conditions which could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my, the Listed Minors, or the other participants ability to react or respond. I, or the Listed Minors, may encounter dangerous wildlife, insects, etc.. Communication in the terrain in which this activity occurs is always

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difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur.

I specifically acknowledge also that this activity involves lodging in a rustic Arizona style guest ranch with cabins which may present "comfort style" issues for which I accept responsibility. I acknowledge that food preparation is an integral part of this activity and that I, the Listed Minors, and other participants will be eating in a lodge/community style environment or in the outdoors and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform Elkhorn Ranch of any specific food related allergies for myself and the Listed Minors and I acknowledge that Elkhorn Ranch cannot be responsible for allergies, illness or diseases related to meals and food preparation. I specifically acknowledge that, in the event I, or the Listed Minors, choose to consume alcohol during my ranch stay, I will bear complete responsibility for myself and for any damages I may cause to Elkhorn Ranch, its property or to other guests and their property. I acknowledge that my time at Elkhorn Ranch may require me, or the Listed Minors, to use equipment that we might not be familiar with and will require us to interact with other guests and participants with whom we are also unfamiliar; any of these things can cause discomfort and stress and have inherent risks.

Elkhorn Ranch is not a "Common Carrier" but rather is in the business of providing horseback riding and ranch stays. Transportation to and from the activity is incidental to the activity. Transport and car, bus, or van travel in some instances may be provided by Elkhorn Ranch and may involve errors in judgment by Elkhorn Ranch staff operating the vans, buses, cars, or other type of transport vehicles. The vehicles and transport trailers may malfunction, break down, or be poorly maintained, causing injury, accidents, delays, or in the extreme case, death. By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety, and the safety of the Listed Minors, during my use of Elkhorn Ranch transportation or travel.

Furthermore, Elkhorn Ranch guides/wranglers have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. Errors in horse selection may happen – horse and human relationships are not an exact science. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I understand and accept these risks.

**2. Express Assumption of Risk.** I expressly agree and promise to accept and assume ALL the risks existing in this activity. My participation, and the participation of the Listed Minors, in this activity is purely voluntary, and I elect to participate, and for the Listed Minors to participate (if any), in spite of the risks.

**3. Release and Waiver of Rights Including for Claims Of Negligence.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Elkhorn Ranch from any and all claims, demands, or causes of action, which are in any way connected with my participation, or the participation of the Listed Minors, in this activity or my/Listed Minor's use of Elkhorn Ranch's equipment or facilities, including any such Claims which allege negligent acts or omissions of Elkhorn Ranch.

**4. Indemnity.** As liquidated damages, I agree that, should Elkhorn Ranch or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless, in other words, pay for all such fees and costs.

**5. Personal Skill and Insurance.** I certify that I/Listed Minor(s) have sufficient skill and fitness to participate in the activities offered by Elkhorn Ranch. I further certify that I/Listed Minor(s) have no medical, mental or physical conditions which could interfere with my/Listed Minor's safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I or the Listed Minors may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

**6. Medical Issues.** I further agree that, in the event that Elkhorn Ranch deems it necessary to administer emergency first aid or CPR or to remove me/Listed Minors from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving Elkhorn Ranch permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against Elkhorn Ranch for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from Elkhorn Ranch activities or the field.

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**7. Photographic Assignment and Release.** I understand that Elkhorn Ranch reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that Elkhorn Ranch may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I, or the Listed Minors, may have in or to any and all media in which my name or likeness might be used by Elkhorn Ranch.

**8. Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with Elkhorn Ranch.

**9. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against Elkhorn Ranch, I agree to do so solely in the city of Tucson, Arizona, and I further agree that the substantive law of the State of Arizona will apply in that action without regard to the conflict of law rules of that state. I agree to submit to the jurisdiction of the Arizona courts. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion will remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy (including electronic versions) of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement between myself and Elkhorn Ranch and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

**10. Signatures.** I understand that I am voluntarily giving up the right to bring a lawsuit or claim against the above mentioned Released Parties. I further understand and accept the above risks related to Elkhorn Ranch's activities. I have had sufficient opportunity to read this entire Agreement. I understand the Agreement and I agree to be bound by its terms.

Participant Signature (if 18 or over) \_\_\_\_\_ Today's Date \_\_\_\_\_ MM/DD/YYYY

Print Name of Participant/Legal Guardian \_\_\_\_\_ Birth Date \_\_\_\_\_ MM/DD/YYYY

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age) I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I believe and represent that I have the legal authority to make the waivers and releases contained herein. I understand and acknowledge that Elkhorn Ranch relies to its detriment on this representation and would not allow the minor child to participate in its programs or activities without this representation. In consideration of the below listed minors ("Listed Minors") being permitted by Elkhorn Ranch to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Elkhorn Ranch from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Listed Minors Information

Print Name of Minor \_\_\_\_\_ Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_

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Print Name of Minor \_\_\_\_\_ Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_

Print Name of Minor \_\_\_\_\_ Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_

Signature Parent/Legal Guardian \_\_\_\_\_ Today's Date \_\_\_\_\_ MM/DD/YYYY

Print Name of Parent/Legal Guardian \_\_\_\_\_

**Witnessed by Elkhorn Ranch, Inc.**

ER Signature \_\_\_\_\_ Today's Date \_\_\_\_\_ MM/DD/YYYY

Printed Name \_\_\_\_\_