

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"), effective as of _____, 20__, is entered into by and among Lori H. Medcoff and Spirit Therapeutic Equestrian Program, LLC (collectively, "STEP") an Arizona limited liability company on the one hand, and _____ [parent or participant's name] on the other hand.

1. **Inherent Risks and Assumption of Risk.** I acknowledge there are inherent risks associated with equine (horse) activities, and I agree to expressly assume all risks associated with participating in such activities. I acknowledge that the inherent risks include, but are not limited to, the propensity of equines to behave in unexpected and unpredictable ways such as running, bucking, biting, kicking, shying, spooking, stumbling, rearing, falling or stepping on people nearby, or other movements, any of which may result in injury, harm or death to persons on or around them.

I further acknowledge that equine therapy and horseback riding are dangerous activities and involve RISK that may cause SERIOUS INJURY OR DEATH, because of the unpredictable nature and erratic and irrational behavior of horses, regardless of their training and past performance. I agree to assume any and all risks involved in or arising out of my use of any equipment, any livestock including any horses, or the facility (defined below) pertaining to the rental of horses, horseback riding, equine therapies, or any other use of the equines or premises located at 5505 N. Via Arroyo Amistoso, Tucson, Az 85704 (the "Facility").

2. **Release.** I, on behalf of myself or my child whichever is applicable, my heirs, my next of kin and my assigns, hereby release, waive, discharge, and promise not to sue STEP, and each of its members, managers, employees, volunteers and agents (collectively, the "Released Parties") for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage or injury (including death) to my person or property arising from riding, participating in equine therapy or any other use of the Facility. I further waive and release the Released Parties from any claim that the such Released Parties are or may be negligent in connection with my riding or equine therapy experience or ability including, but not limited to, training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders.

3. **Indemnification.** I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, liabilities, claims, demands, actions, suits, damages, proceedings, costs, and expenses whatsoever (including reasonable attorney's fees and court costs) arising out of, related to or in any way connected with my presence at or use of the Facility or the equines thereon, other than claims arising out of the sole gross negligence or intentional misconduct of the Released Parties.

4. **Miscellaneous Provisions.** I agree that I must bring any action under this Agreement within six (6) months of the incident giving rise to any claim, and any such claim is subject to binding arbitration in Pima County, Arizona pursuant to A.R.S. § 12-3001, *et seq.* I hereby irrevocably and unconditionally waive any objection to the laying of venue of any arbitration proceeding, suit, or action in Pima County. Unless the parties agree within thirty (30) days of demand for arbitration, the arbitrator will be chosen by the presiding Judge of Pima County. I agree to waive the protection of any applicable local, state or federal laws, whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, for which the person giving the release does not know or suspect to exist at the time of executing this Agreement and/or release. I agree that this Agreement is governed by Arizona law without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Arizona. I agree that, if any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remainder shall not be affected and shall continue in full force and effect. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting it.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS INCLUDE A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY OF ALL CLAIMS. BY MY SIGNATURE BELOW, I ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

RELEASING PARTY (Parent or Guardian if Releasing Party is a Minor)