

**KOHL'S RANCH STABLES, LLC**

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

**IN SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. ~~READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ALL TERMS.~~**

(hereinafter the Undersigned), reside at

\_\_\_\_\_ in \_\_\_\_\_

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I hereby:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, and that saddles and bridles may loosen or break. All of which may cause the rider to fall or be jolted, resulting in injury or death.
2. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by the Stable.
4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Stable, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), 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.
5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding 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.
6. INDEMNIFY, SAVE AND HOLD HARMLESS the Stable 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 any equipment or gear provided therewith or any acts or omissions of wranglers or other employees or agents.
7. Agree to abide by and follow any instructions given or rules established by the Stable or any of its employees, guides or wranglers with regard to my use of the horse or any equipment or gear provided therewith.
8. The Undersigned expressly agree that the foregoing Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is governed by the laws of the State of Arizona and is intended to be 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 the Stable or its owners, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the undersigned will pay all attorney's fees and costs incurred by the Stable or others in defending such an action.
10. Acknowledge that the consumption of alcohol before or during any horseback activity is strictly prohibited. 11: Agree that any large bags, strapless-cameras and water bottles, backpacks and video cameras are prohibited.

**I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

**SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**IT IS RECOMMENDED THAT YOU AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABE AND HAS BEEN OFFERED FOR MY OWN OR ANY MINOR'S SAFETY.**

**SIGNATURE: \_\_\_\_\_  
\*DO YOU OR YOUR CHILD HAVE ANY MEDICAL PROBLEMS THAT MIGHT AFFECT YOUR HORSEBACK RIDING ABILITY? YES( ) NO( )**

**PARENT/GUARDIAN WAIVER - FOR MINORS**

**IF THE PERSON WHO IS TO ENTER INTO THIS AGREEMENT (REFERRED TO AS THE "UNDERSIGNED" ABOVE) IS UNDER EIGHTEEN (18) YEARS OF AGE, HIS/HER PARENT OR GUARDIAN MUST READ AND SIGN THE FOLLOWING:**

I, \_\_\_\_\_ acting as parent, natural guardian or guardian of \_\_\_\_\_, (hereinafter "the minor") hereby affirms that he/she had read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost that they may incur because of any defect in or lack of capacity to act on behalf of minor executing this Agreement.

**PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_**