

**TRAIL RIDES RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (Agreement)**

**Limestone Ranch, LLC**

Limestone Ranch  
26540 N Scottsdale Road  
Scottsdale, AZ 85255

**PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF  
SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN  
THIS ACTIVITY. LIMESTONE RANCH DOES NOT GUARANTEE YOUR SAFETY.**

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent specific hazards and risks associated with the activity in which I am about to engage. Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the activity and equipment utilized in horse riding or wagon rides and all other activities at Limestone Ranch is significant, including the potential of permanent disability and death.
2. Possible equipment failure and/or malfunction of equipment.
3. My own negligence and/or the negligence of others, including: employees, agents, independent contractors or representatives of Limestone Ranch.
4. The propensity of a horse, mule or any other animal to behave in dangerous and unpredictable ways that may result in injury to the participant regardless of the animal's previous training and past performance.
5. Natural hazards including but not limited to surface or subsurface conditions.
6. Propensity for an horse or mule to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, slip, fall, make unpredictable movements, spook, down, jump, bolt, step on a person's feet, and push or shove without warning or apparent cause.
7. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
8. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
9. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in an activity, including failing to maintain reasonable control of an animal or failing to act in a manner consistent with the participant's abilities.
10. Collisions with trees, brush, cactus, other animals or objects.
11. Broken bones, severe injuries to the head, neck, and back or other body parts which may result in severe impairment or death.
12. Weather related injuries and illness including, but not limited to frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
13. Exposure to outdoor elements, including but not limited to, avalanche, falling rocks, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather, ground conditions, attack by or encounter with insects, reptiles, or animals, domestic or wild.
14. Accidents or illness occurring in remote places with no available medical facilities.
15. Fatigue, chill, and/or dizziness, which may diminish reaction time and increase the risk of accident.
16. My sense of balance, physical coordination, and ability to follow instructions.
17. Riders should not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. Some examples are: loud or oversized cameras, hats not securely fastened under chin, toys, and purses.
18. Limestone Ranch employees and volunteers have difficult jobs to perform. Safety is their utmost priority. Please provide them with any physical limitations you might have so they can accommodate you.

\_\_\_\_\_ **My initial here indicates that I have read and understand this section of the Agreement.**

**DECLARATION OF FITNESS TO RIDE**

I hereby declare that I, for myself and/or on behalf of my minor child or legal ward are physically fit, do not suffer from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities.

Pregnancy, epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis or severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder, recent blood donation or any condition that requires regular use of drugs that impair physical ability.

I hereby declare that I, for myself and/or on behalf of my child or legal ward have no physical or mental condition that should preclude our ability from participating in the activity, are not participating against medical advice or treatment, have not been diagnosed by a health professional as having a terminal illness, feel ill or unwell, have any physical complaints whatsoever. If an injury is sustained, of any kind, during the course of riding activities, I will notify an authorized person of Limestone Ranch immediately and before moving away from the immediate vicinity.

\_\_\_\_\_ **My initial here indicates that I have read and understand this section of the Declaration of Fitness to ride.**

# PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT (Agreement)

Please read and be certain you understand the implications of signing.

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY APPRISED AND MADE AWARE OF THE RISK BY LIMESTONE RANCH THAT I/WE SHOULD WEAR A EQUESTRIAN STANDARD HELMET WHILE RIDING HORSES IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES RESULTING FROM A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. I/WE REALIZE THAT I/WE AM/ARE SUBJECT TO RISK OF INJURY FROM THIS ACTIVITY, WHICH I/WE DO VOLUNTARILY.

**WE HIGHLY RECOMMEND HELMETS FOR EVERYONE. ALL CHILDREN UNDER THE AGE OF 18 YEARS OLD SHOULD WEAR A HELMET AT ALL TIMES. IT IS THE OPTION OF THE PARENTS OR LEGAL GUARDIANS TO DECIDE TO WEAR A HELMET AND REQUIRE THEIR CHILDREN/WARD TO WEAR A HELMET DURING THE RIDE. AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.**

I/WE THE UNDERSIGNED, HAVE READ AND FULLY UNDERSTAND THE FOREGOING STATEMENT AND ITS WARNINGS.

**My initial here indicates that I have read and understand this section of the Protective Headgear Refusal Agreement.**

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in trail rides, wagon rides, and all related activities, I hereby agree, acknowledge and understand that:

1. I hereby agree for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns to release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence Limestone Ranch its employees, officers and agents.
2. To release Limestone Ranch, its officers, directors, employees, representatives, agents, volunteers, assigns, owners of premises and trails, and affiliated organizations from liability and responsibility for any claims or causes of action known and unknown, for personal injury, property damage, or wrongful death arising in connection with any activities and use of Limestone Ranch facilities and equipment whether caused by active or passive negligence of any third party. By signing this document, I agree to hold Limestone Ranch harmless and indemnify Limestone Ranch in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the activities.
3. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the costs of such injury or damage myself and I am willing to assume the risk of any medical or physical condition I may have.

**Check your appropriate riding ability for the adult participant: Beginner  Intermediate  Experienced**

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. By signing below, I, for myself and/or on behalf of my child or legal ward agree to all policies, procedures, instructions and am bound to all terms of the Trail Rides Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement, and this Agreement. I am also aware of the Arizona Equine Statute (§12-553) which states the following: "an equine professional is not liable for an injury to or the death of a person who participates in equine activities due to the inherent risks involved with the participation of Equine activities."

I HAVE READ THIS AGREEMENT, AND I (WE) FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING, AND I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND AGREE TO BE BOUND BY THEM.

**Name of Adult or Guardian Participant (please print)**

**Signature of Adult or Guardian Participant**

**Address**

**City**

**State**

**Zip Code**

**Home/Cell Phone Number**

**Emergency Phone Number**

**Date**

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, or Temporary Guardian with legal responsibility for this participant, consent and agree not only to his/her release of, but also to release and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next to kin.

**Minors Full Name**

**Date**

**Minors Full Name**

**Name of parent or adult legal guardian (Please Print)**

**Minors Full Name**

**Signature of parent or adult legal guardian.** If participant is a minor, and by their signature, they on my behalf release all claims that both they and I have.