

Release and Waiver of Northern Gila County Fair

Name: _____
(Rider's name, hereinafter referred to as "rider")

Address: _____

Phone: _____ Alternate Phone: _____

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU WAIVE YOUR RIGHT TO BRING COURT ACTION to recover compensation or obtain any other remedy for any injury whatsoever resulting from your use of the facilities, horses or equipment owned, leased or otherwise in the control of Northern Gila County Fair.

By signing this agreement, I _____
Hereby acknowledge and agree that HORSEBACK RIDING IS A DANGEROUS ACTIVITY and that there are many obvious and non-obvious inherent risks always present in such activity despite all safety precautions. I recognize that such risks include, but are not limited to: 1.) That horses and livestock are creatures of independent action and may not be predictable at any time. Horses and livestock may, without warning or 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; 2.) That there are hazards of surface or subsurface conditions, including but not limited to, objects or conditions on, under or protruding from the surface, cacti, cliffs, rocks, holes, fences, stumps, logs, ditches, debris or other objects, whether latent or patent; 3.) That there are latent dangers present in all types of equipment, tools, vehicles and machinery used in and around a working stable or ranch. Saddles or bridles may loosen or break, and; 4.) That there may be a negligent act by any member, agent, volunteer or exhibitor of Northern Gila County Fair. I understand that such risks may cause or contribute to a rider falling off, being jolted, or result in serious injury or death and I hereby agree to assume all such risks, both enumerated, associated with this activity.

WAIVER/RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

As part of the consideration for my/rider's use of the premises, equipment, services and/or horses at Northern Gila County Fair, I hereby AGREE TO RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS ITS OFFICERS, MEMBERS, AGENTS OR VOLUNTEERS AND DO HEREBY WAIVE ANY RIGHT MY HEIRS, REPRESENTATIVES OR ASSIGNS MAY HAVE against Northern Gila County Fair, its officers, members, agents, or volunteers to assert any cause of action, claim or demand of any nature whatsoever, including a claim for negligence which I, my heirs or assigns may have now or in the future, on account of personal injury or death, property damage, injury or illness to any horse owned by rider, or accident of any kind, however the injury or damage is caused, including but not limited to the negligence of any officer, member, agent or volunteer of Northern Gila County Fair or the conduct of any party connected in any way with Northern Gila County Fair.

COVID-19 WAIVER

By signing here, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending this function, you and any guests voluntarily assume all risk related to exposure to COVID-19 and agree not to hold any Board members or affiliates of the Northern Gila County Fair liable for any illness or injury.

ARIZONA EQUINE LAW

I understand that this Agreement is given under Arizona's Equine Liability Act (A.R.S. SS 12-553), as it may now provide or hereafter be amended (the Act). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in the Agreement by reference. This agreement shall be constructed so as to provide Lorill Equestrian Center, its officers, members, agents or employees, the fullest protection afforded by the Act.

HEALTH CARE AUTHORIZATION

I recognize that personal health insurance is a prerequisite to riding on the premises of fully using the facility. Should any medical treatment be required, I and/or my own accident/medical insurance company shall pay for such incurred expenses.

Authority is hereby given for Northern Gila County Fair, its officers, members, agents or volunteers to make health care arrangements for me (or my child, if the signer is a parent or legal guardian) in the event of an accident, injury or illness. I also hereby authorize any necessary veterinary arrangements for my horse(s) in the event of an injury, accident or illness.

SCOPE OF THE AGREEMENT

To the extent possible, this Agreement shall be constructed in such a manner as will render it fully enforceable; but if any provision is found to be unenforceable, such provision (or so much thereof as is found to be unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effort. This agreement is executed in Maricopa County, Arizona and the parties agree that Arizona law shall govern any dispute connected herewith.

I (rider or legal guardian) refuse the use of a safety helmet _____

IN WITNESS THEREOF, this instrument is duly executed this date: _____

(Signature of rider, owner or agent, or rider's parent/legal guardian if participant is under the age of 18)

In case of an emergency, notify: _____

Telephone: _____

Signatory must write and sign in the space below: "I HAVE READ AND UNDERSTAND THE ABOVE"