

Participation Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement (the "Release")

I, _____, having the address of _____,
 _____, agree to the following terms as part of this Release Agreement:

1. In consideration of my being allowed to participate in the activities hosted by Friends of Horseshoe Park dba Roots N' Boots Queen Creek, including without limitation, the activities of bicycle riding, equestrian riding, barrel racing, cutting contests, mounted target shooting, jumping competitions, roping, team penning, using the arenas, pens and racks, participation and/or assisting in any Equine-related activities as described in A.R.S. 12-553, including any associated or incidental activities (whether involving supervision or not) (collectively the "**Activities**"), to the fullest extent allowed by law, I, the undersigned, for myself, my spouse, my heirs, executors, administrators and estate, assume the risk of and hereby release, waive and forever discharge the Town of Queen Creek and its council members, officers, agents, representatives and employees and Friends of Horseshoe Park, (collectively, the "**Released Parties**"), and further covenant not to make a claim against or to sue the Released Parties for any injury, loss, liability, damage or cost whatsoever arising, directly or indirectly out of or related to any loss, damage, illness, or injury (including death) to me or to my property or any other claim for damages of any kind or nature that I may sustain as a result of my participation in the Activities during, before, or after related to Roots N' Boots Queen Creek.
2. If I am under the age of eighteen (18) years, I certify that I have obtained the signature of my parent or guardian allowing me to participate in the Activities and that my parent or guardian has full knowledge thereof.
3. I further understand that bulls, cattle, horses and other equine including pony, mule, donkey, ass, (all included as "**Equine**" herein), are unpredictable and that participation in Activities in the presence of Equine always involves an element of risk. I acknowledge that Equine may without warning or any apparent cause, without limitation, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider, handler or observer to fall, stepped on, pinned, bleed, break bones, be jolted, or otherwise be injured or scared, including resulting in serious injury or death. I acknowledge that Equine riding is a dangerous activity and involves risk that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of Equine, regardless of their training and past performance. I acknowledge that I clearly understand and acknowledge the inherent risks associated with the Activities, including Equine-related activities, and I am willing and able to accept full responsibility for my own safety and welfare. I voluntarily assume the risk and danger of injury, illness or death inherent in the use of the equine, equipment and gear used in said activities.
4. I understand and agree that I have been advised that properly fitted ASTM/SEI equestrian helmets may mitigate head injury and as such are recommended. I understand that whether I choose to wear one or not is my own decision and I hereby hold harmless the Released Parties, including Friends of Horseshoe Park and The Town of Queen Creek for such decision.
5. In the event any action, suit or proceeding is brought by the undersigned or Released Parties to enforce compliance with the Release, to exercise any rights or remedies under the Release, or to declare the rights of the Release, the undersigned shall pay all costs and expenses of such action, suit or proceeding, together with such sums as the court (and not the jury) may adjudge reasonable as attorneys' fees to be allowed in said action, suit or proceeding.

[If Applicable] The below named person is a minor and I the undersigned, as the parent and/or guarding of such person, hereby agree to all of the terms of this Release on behalf of such person.

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

Name(s): _____

Signature (Parent/Guardian, if applicable): _____ Date: _____