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

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TILTING H RANCH LLC, CHERRY CREEK LODGE LLC, CHERRY CREEK SPORTING CLAYS, LLC, THEIR OWNERS, EMPLOYEES, AGENTS AND ALL OTHER PERSONS ACTING ON THEIR BEHALF (HEREINAFTER REFERRED TO INDIVIDUALLY AND COLLECTIVELY AS THE "RANCH/LODGE").**

**AS IT PERTAINS TO EQUINE ACTIVITIES THIS RELEASE IS MADE PURSUANT TO ARIZONA REVISED STATUTE 12-553.**

In consideration of the services of the Ranch/Lodge and being permitted to participate in various ranch and/or wilderness activities, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouse and assigns, I (identified below) hereby acknowledge and agree that:

1. Ranch life and wilderness activities entail known, inherent and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activities. These risks could result in physical or emotional injury, paralysis, death, or damage to me, to property, or third parties.
  2. The owners and staff have difficult jobs to perform. In addition to their regular ranch duties, they are trying to provide guests an entertaining and safe experience. They seek safety, but they are not infallible. They might be unaware of or mistaken as to a participant's fitness, or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
  3. PARTS OF THE RANCH AND SURROUNDING AREA PRESENT NATURAL HAZARDS. Some areas are extremely rocky and rough terrain and include steep inclines and precipices. Erosion, ditches, and general condition of the land, both on and off roadways and paths, creates rough, hazardous and dangerous driving, riding and walking conditions. Weather in Arizona is unpredictable. Flash flooding sometimes occurs. Animals, both wild and domestic, are potentially dangerous and in some cases may be diseased. I may suffer from exhaustion, dehydration, sunburn, and exposure to poisonous and/or carnivorous animals such as rattle snakes, coyotes, wolves, bears, mountain lions, scorpions, spiders, stinging insects and microorganisms such as bacteria and viruses.
  4. There are water facilities on the ranch and surrounding areas, including a lake, water holes and creeks. No lifeguards or fences are provided. I, and not the Ranch/Lodge, am responsible for the safety of my children around the water facilities. Use of the water facilities is at my own risk.
  5. CERTAIN ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH. These include, for example: equine riding, ATV (all terrain vehicle) riding and off-roading, traversing rough terrain, climbing and mountaineering, shooting firearms, and archery.
  6. An equine is of an unpredictable nature and may behave irrationally, regardless of the extent of their training and past performance. They may, for example, without warning or without any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, or push or shove a person. Saddles or bridles may loosen or break. All of which may cause the rider to fall to the ground or be jolted, resulting in serious injury or death. I (and my child) accept these risks and release the Ranch/Lodge from any claim that the Ranch/Lodge was negligent in connection with my or my child's riding an equine, including but not limited to, training or selecting equines, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or death.
  7. Riders of ATV's and off road vehicles must be 16 years of age. Riders of ATV's must wear a helmet. All manufacture's warnings must be observed. If I decide to disregard these safety warnings, I do so at my own risk.
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