

Liability Waiver / Hold Harmless Agreement

Assumption of Risks, Agreement to Hold Chaparosa Ranch LLC Harmless and Indemnification

Agreement: This waiver is signed by every person involved in any horse activity, not only during actual competition, training or schooling, but including anytime from arrival to departure of Chaparosa Ranch LLC. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, WHICH MAY INCLUDE THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

1. **Risk of Injury or Death:** Equine related activities are inherently dangerous. By signing this agreement I expressly assume all "risks" arising from this agreement, including but not limited to, handling, caring for, riding or driving equines on the Chaparosa Ranch LLC premises, including but not limited to the following: Equines are inherently unpredictable animals, even the most docile equine may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure you or others. Equines may become spooked by traffic, ranch equipment, dogs, wild animals, other Equines, or hazards, causing myself to fall, become injured or die. Chaparosa Ranch LLC premises may contain defects such as uneven footing, holes, rocks or other unpredictable surfaces. I expressly assume all risks of engaging in all equine related activities on and off the stable premises, including the possibility that Chaparosa Ranch LLC parties may be negligent. Accordingly, I agree upon the behalf of myself, my heirs, guardians and legal representatives, not to sue Chaparosa Ranch LLC or its parties including, but not limited to, owners, managers, employees, trainers, instructors and handlers, or otherwise make a claim against such parties in connection with any injury or death occurring on or off Chaparosa Ranch LLC premises.
2. **Trail Riding:** I understand that riding or driving Equines outside of the designated riding areas incorporated in Chaparosa Ranch LLC. (i.e. "Trail Riding") is inherently dangerous, including, but not limited to, the following: Equines may become spooked by traffic, wild animals, other Equines, or hazards, causing myself to fall, become injured or die. Equines may also stumble or trip over natural or manmade objects, injuring Equine and/or Boarder. Boarder understands that Stable does not inspect or maintain any trails or paths, on or off the Stable premises, and Stable makes no warranty whatsoever regarding the safety of paths, trails, arenas and turnouts. I understand and expressly assumes all risks associated with Trail Riding, including the risk that the Chaparosa Ranch LLC. Parties may be negligent and agrees upon behalf of him or herself, his or her heirs, guardians and legal representatives, not to sue the Chaparosa Ranch LLC. Parties or otherwise make a claim against such parties in connection with Trail Riding.
3. **I agree to protect, defend, indemnify, and hold Chaparosa Ranch LLC and its parties harmless for, from and against all claims or charges:** including costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for my benefit or the benefit of my heirs, guardians or brought by others against the Chaparosa Ranch LLC parties in connection with Equine or any action or inaction taken by Chaparosa Ranch Parties and/or by myself, my guests, family members, agents, employees, or contractors, arising from Trail Riding, arising from Boarding the Equine, arising from injury or death on Chaparosa Ranch LLC premises, arising from damage or loss of Personal Property, arising from a Risk defined above.
4. **I understand that neither Chaparosa Ranch, its officers, directors, employees and agents; event organizers, officials, instructors, and committees; competition judges and officials; nor the property owners accept any responsibility for accidents, damage, injury or illness to animals, owners, riders, drivers, grooms, passengers, attendants, spectators or any other**

