

Sunkist Acres LLC

9811 N. La Cholla Blvd.

Tucson, AZ 85742

Liability Release and Waiver

WARNING

Under Arizona law (A.R.S. § 12-553), an equine activity sponsor or professional is **not liable** for an injury to or the death of a participant in equine activities resulting from the inherent risks of such activities.

1. Acknowledgment of Risk

I, the undersigned participant (or parent/guardian if under 18), understand that horseback riding, handling, or being near horses is an inherently dangerous activity. Horses are large, unpredictable animals that may react suddenly, buck, kick, bite, rear, or bolt without warning. I voluntarily choose to participate or be present on the premises of Sunkist Acres LLC ("Provider") with full knowledge of these risks.

2. Assumption of Risk

I expressly assume all risks associated with equine activities at Sunkist Acres LLC, including but not limited to:

- Personal injury, death, or property damage resulting from contact with horses or other animals;
- Hazards of riding, training, grooming, or being near horses;
- Equipment failure, falls, collisions, or actions of other participants or animals.

3. Release and Hold Harmless

In consideration for being allowed to ride, board, visit, or participate in any activity at the facility, I hereby release and hold harmless **Sunkist Acres LLC, its owners, employees, volunteers, trainers, agents, successors, and assigns** ("Releasees") from **any and all liability** for injury, death, or property damage, whether caused by negligence or otherwise.

This release applies to all claims, demands, actions, and causes of action arising from or related to my presence or participation on the premises.

4. Indemnification

I agree to indemnify and defend the Releasees against any and all claims, damages, costs, or expenses (including reasonable attorney's fees) that arise from or relate to my acts or omissions, or those of my guests, invitees, or animals, while on the premises.

5. Medical Treatment Authorization

In case of emergency, I authorize Sunkist Acres LLC or its representatives to secure medical care deemed necessary, and I agree to be responsible for all associated costs.

Sunkist Acres LLC

6. Equipment and Safety

I agree to use only tack, helmets, and equipment in safe condition. All riders **under 18 years of age must wear an ASTM/SEI-approved riding helmet** at all times while mounted.

7. No Warranties

I understand that Sunkist Acres LLC makes no warranty regarding the suitability, temperament, or safety of any horse or equipment on the property.

8. Binding Effect

This agreement shall bind me, my heirs, executors, administrators, and assigns. If any provision is found unenforceable, the remainder shall remain in effect.

9. Governing Law and Venue

This agreement shall be governed by the laws of the State of Arizona. Venue for any action arising from this agreement shall be in Pima County, Arizona.

SIGNATURES

Participant / Horse Owner Name: _____

Address: _____

Phone: _____ **Email:** _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Signature: _____ **Date:** _____

If participant is under 18:

Parent/Guardian Name: _____

Signature: _____ **Date:** _____

Witness / Stable Representative:

Name: _____

Signature: _____ **Date:** _____