

BUDDY ULDRIKSON HORSEMANSHIP

P. O. Box 97, Congress, AZ 85332
www.buddyuldriksonhorsemanship.com
928-684-7392

Participant Agreement, Release and Assumption of Risk

In consideration of the services of **Buddy Uldrikson Horsemanship, Inc.**, their agents, officers (Buddy Uldrikson, Kim Uldrikson), volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf of Buddy Uldrikson, Kim Uldrikson, their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify and discharge **Buddy Uldrikson Horsemanship, Inc.** on behalf of myself, my children, my parents, my heirs,

1. I acknowledge that my and/or my minor child's participation in horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:** Contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse and/or our horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs, jumps and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle.

Participants may lose their balance that can result in falling from the horse. Furthermore, **Buddy Uldrikson Horsemanship, Inc** employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of 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.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My and/or my minor child's participation in this activity is purely voluntary and I and/or my minor child elects to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Buddy Uldrikson Horsemanship, Inc, Buddy Uldrikson, and Kim Uldrikson from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my or my minor child's use of Buddy Uldrikson Horsemanship, Inc's horses, equipment or facilities, including any such claims which allege negligent acts or omissions of Buddy Uldrikson Horsemanship, Inc, Buddy Uldrikson, Kim Uldrikson and employees.

4. Should **Buddy Uldrikson Horsemanship, Inc** or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I or my minor child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing

to assume the risk of any medical or physical condition I or my minor child may have.

6. In the event that I file a lawsuit against **Buddy Uldrikson Horsemanship, Inc.**, Buddy Uldrikson, Kim Uldrikson, or any of their officers and employees, I agree to do so solely in the state of Arizona, Yavapai County and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of the law rules of that state.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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**WARNING – UNDER ARIZONALAW (CHAPTER 87, CIVIL PRACTICES AND REMEDIES CODE),
AN EQUINE
PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN
EQUINE ACTIVITIES
RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

By signing this document, I acknowledge that if anyone and/or horse is hurt or property is damaged during my or my minor child's participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **Buddy Uldrikson Horsemanship Inc.**, Buddy Uldrikson, and Kim Uldrikson on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read the entire document.

I have read and understood it, and I agree to be bound by its terms.

If you are over the age of 18, please sign here:

Signature of Participant

Print Name

Address:

City, State, Zip:

Phone:

If you are under the age of 18, Parent or Legal Guardian, please sign here:

Signature of Parent or Guardian

Print Name

Address:

City, State, Zip:

Phone: