

ASSUMPTION OF RISK AND GENERAL RELEASE AGREEMENT

In consideration of being granted the privilege of participating at the Clubhouse and Grounds, including the Arena, of The Mounted Posse Inc. ("Posse") located at 12401 N. 7th Street in Phoenix, Arizona, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, agree, represent and warrant to the Posse, its directors, officers, members, employees, agents, and assigns as follows:

I represent to the Posse that, whether I am fully aware of the risks and dangers involved in any event or activity at the Posse, including ones involving horses, I do understand that, even under the best of circumstances, a participant, including a horse rider or bystander, can be hurt without the negligence of anyone or that I may cause or contribute to my own injuries. It is my responsibility to become familiar with the facilities and any horse or horses I am to ride and to inspect and accept all of the equipment used in connection with my riding of the horse or horses. Further, I will inspect and accept the arena and other facilities of the Posse each time I participate or ride a horse or horses at the Posse. I understand and agree that there may be conditions in connection with the arena and facilities that may increase my risk of damage and injury and those conditions may change from time to time. Examples of changing conditions are those caused by disrepair of facilities, moisture or water in the soil or the compaction or turning of the soil that can adversely affect the footing of a horse. In addition, other horses with or without riders may increase the risk of injury or damage. With or without a familiarity or inspection, I take full responsibility for any damage or injury that I may incur by reason of my riding, racing, roping, or while I am a participant or bystander at any event or activity whatsoever at the Posse, whether or not horses or other animals are involved.

Based upon my experience and the representations I have made in this Agreement, I hereby agree to personally assume the risk and to release the Posse, its directors, officers, members, employees, agents and assigns from any and all legal claims, including personal injury or property damage, which might arise as a result of an occurrence or happening arising out of my riding, racing or roping on my horse or any other horse provided to me or arising from my being a participant or bystander at any event or activity being conducted at or by the Posse. I agree not to bring or prosecute any litigation against the Posse, its directors, officers, members, employees, agents and assigns for any injury that may arise on or after the date of execution of this Agreement.

I agree to indemnify and hold the Posse, its directors, officers, members, employees, agents and assigns harmless from any and all claims, actions, losses, damages, costs, and expenses arising out of, resulting from, or in connection with, any act or conduct of the undersigned, my family members or my guests, and/or specifically arising out of any act of negligence on the part of the Posse or its directors, officers, members, employees, agents or assigns.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

I HAVE FULLY READ THIS BINDING LEGAL DOCUMENT. I FULLY UNDERSTAND AND AGREE WITH ALL OF ITS TERMS AND CONDITIONS.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature E-mail Phone\_\_\_\_\_

\_\_\_\_\_  
Printed Name Address\_\_\_\_\_