

CRESTLINE FARM, INC.
WAIVER AND RELEASE OF LIABILITY

I, _____, desire to participate in horseback riding and related activities as: (a) an owner of a horse¹ being boarded with Crestline Farm, Inc., an Illinois corporation ("Stable") on property owned by Quail 22 Property Investors, LLC, an Arizona limited liability company ("Land Owner") located at 21152 N. 22nd Street, Phoenix, AZ 85024 ("Premises"); a (b) a rider with Stable on or off the Premises either through Stable on a horse owned by me or a third party that I am bringing onto the Premises; a horse provided to me by Stable; or on a horse provided to me by another horse owner, lessee on the property; (c) a spectator on the Premises; or (d) the parent or legal guardian of _____, a minor ("Minor") signing on behalf of such Minor. I understand that these activities include, but are not limited to, riding, leading, mounting, grooming and having access and proximity to the Premises and to all horses that may be on the Premises, whether boarding at the Premises or temporarily on the Premises. All activities that relate in any way to horses are referred to as "Horse-Related Activities". Horse-Related Activities shall also include any activities at a horse show off of the Premises when under the "showing with" or "stabling with" Stable.

I acknowledge that, at all times when I am engaged in the Horse-Related Activities, I have "taken control" of the horse within the meaning of A.R.S. § 12-553. In consideration of being allowed to participate in Horse-Related Activities:

1. I acknowledge and fully understand that the Horse-Related Activities are inherently dangerous, involve the risk of serious injury, including permanent disability and even death and that these injuries, harms and damages may result not only from my own actions, inactions or negligence, but also are part of the inherent dangers associated with horseback riding and Horse-Related Activities, as well as the action or inaction of other persons present, whether participating in the Horse-Related Activities or not, and I further acknowledge and fully understand that these injuries, harms and damages may be caused by the actions, inactions or negligence of Stable or Stable's employees, agents or representatives and that such actions, inactions or negligence may include, but are not limited to: the assessment of my riding experience or ability; the training or selection of horses; maintenance, care, fit or adjustment of saddles, bridles or other equipment; instructions on riding skills; or leading and supervising riders.

2. I understand that a horse may, without warning or any apparent cause, do something that could harm me or people in its vicinity, including, but not limited to: walking; stumbling; falling; bucking; rearing; biting; kicking; running; making unpredictable movements; spooking; jumping obstacles; stepping on a person's feet; or pushing or shoving a person, any or all of which may arise out of the action or inaction of other people on the Premises and due to the unpredictable nature and irrational behavior of horses, regardless of their training and/or past performance. I also understand that saddles or bridles may loosen or break, all of which may cause a rider to be injured or killed.

3. I understand that some of the risks attendant to Horse-Related Activities can be minimized through the use of protective helmets And that Stable is not engaged in the business of providing Horse-Related Activities to members of the general public and may not have protective helmets available for my use. Stable has strongly recommended that anyone involved in any way with Horse-Related Activities wear a protective helmet and may refuse to allow me to ride with Stable on or off Premises if I do not wear a protective helmet. I understand that failure to wear a helmet while engaging in Horse-Related Activities greatly increases my chances of serious injury or death in the event that an accident might occur. If I elect to engage in Horse-Related Activities without using a protective helmet, I do so with full knowledge and assumption of the risks.

4. I understand and voluntarily assume all of the foregoing risks and accept personal responsibility for any damages following any such injury, permanent disability or death, and I hereby knowingly and willingly release, waive, discharge and covenant not to sue Stable, Land Owner and their respective officers, directors, members, or partners, and/or any of their employees, agents, representatives, contractors, successors or assigns (collectively referred to as "Released Parties") from and against any and all liability, losses, damages or costs of any kind or any nature that arise out of or are caused or related in any way to my Horse-Related Activities, and I agree to indemnify, hold harmless and agree to defend the Released Parties from and against any loss, liability damage or cost they may incur arising out of or in any way related to my Horse-Related Activities, including my use of any vehicles, equipment or gear provided to me by the Released Parties. To the best of my knowledge, I am in good health and have no physical or other condition that would prevent me from participating in Horse-Related Activities; or, I assume all risks involved if I elect to ride regardless of such condition.

5. I expressly agree that this Waiver and Release of Liability is governed by the laws of the state of Arizona. I also agree that I have read the Barn Rules and agree to honor them.

DATED this _____ day of _____, 20____.

RIDER/OWNER:

Address:

Phone:

Email:

PARENT/GUARDIAN:

I agree to the above provisions on the Minor's behalf, and also waive and release, indemnify, agree to defend and hold harmless Stable, Land Owner and all Released Parties from and against liability of any kind (as set forth above) to me as a result of injuries to or death of the Minor and from any defect in or lack of my capacity to act on the Minor's behalf in executing this Waiver.

Signature

Print Name

Signature

Print Name

1 "Horse" shall have the meaning of "Equine": horse, pony, mule, donkey or ass, pursuant to A.R.S. § 12-553(e)(1).