



HOOFBEATS WITH HEART GYMKHANA CONTESTANT ENTRY FORM

Books Open at 5:30pm. Time only from 5:45-6:45pm. Run at 7pm
 Fridays, June 4 through October 15, 2010 (*Closed July 2nd*)
Paid in Cash/Cash Prizes Paid Out

[Please Print]

NAME: _____ BIRTH DATE: _____ AGE: _____

ADDRESS: _____ City: _____ Zip: _____

PHONE: (day) _____ (evening) _____

EMAIL: _____

Barrels

Class	Amount	Name of Horse
6 & Under	\$5.00	
7 - 12	\$8.00	
13 - 18	\$8.00	
19 - 34	\$8.00	
35 & Above	\$8.00	

OPEN CLASS Time Only Practice Run(s) 2 / \$5: Total Runs _____ Total \$: _____

Pole Bending

Class	Amount	Name of Horse
6 & Under	\$5.00	
7 - 12	\$8.00	
13 - 18	\$8.00	
19 - 34	\$8.00	
35 & Above	\$8.00	

Date: _____

Total Class Fees: \$ _____

Arena Fee (\$10 per Horse): _____

Total Fees: \$ _____

Cash Amount: \$ _____

Staff Name: _____

IMPORTANT: All Riders/Volunteers **MUST** sign the liability releases from both Hoofbeats with Heart **and** the Queen Creek Parks & Recreation Dept.

QUEEN CREEK PARKS & RECREATION DEPARTMENT

Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement (the "Release")

I, _____, agree to the following terms as part of this Release Agreement:

1. In consideration of my being allowed to participate in the activities at the Town of Queen Creek Horseshoe Park Equestrian Centre ("**HPEC**"), including the activities of horse riding, barrel racing, cutting contests, mounted target shooting, jumping competitions, roping, team penning, using the arenas, pens and racks, participation in any Equine-related activities as described in A.R.S. § 12-553, including any associated or incidental activities (whether involving supervision or not) (collectively the "**Activities**"), I, the undersigned, for myself, my spouse, my heirs, executors, administrators and estate, assume the risk of and hereby release, waive and forever discharge the Town of Queen Creek and its council members, officers, agents, representatives and employees (collectively, the "**Released Parties**"), and further covenant not to make a claim against or sue the Released Parties for any injury, loss, liability, damage, or cost whatsoever arising, directly or indirectly out of or related to any loss, damage, or injury (including death) to me or to my property or any other claim for damages of any kind or nature that I may sustain as a result of my participation in the Activities at the HPEC.

2. If I am under the age of eighteen (18) years, I certify that I have obtained the signature of my parent or guardian allowing me to participate in the Activities and that my parent or guardian has full knowledge thereof.

3. I further understand that bulls, cattle and horses and other equine including pony, mule, donkey, and ass (all included as "**Equine**" herein), are unpredictable and that participation in Activities in the presence of Equine always involves an element of risk. I acknowledge that Equine may without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles my loosen or break-all of which may cause the rider, handler or observer to fall or be jolted, resulting in serious injury or death. I acknowledge that Equine riding is a dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of Equine, regardless of their training and past performance. I acknowledge that I clearly understand and acknowledge the inherent risks associated with the Activities, including Equine-related activities, and I am willing and able to accept full responsibility for my own safety and welfare. I voluntarily assume the risk and danger of injury or death inherent in the use of the Equine, equipment and gear used at the HPEC.

4. In the event any action, suit or proceeding is brought by the undersigned or the Released Parties to enforce compliance with the Release, to exercise any rights or remedies under the Release, or to declare the rights of the Release, the undersigned shall pay all costs and expenses of such action, suit or proceeding, together with such sums as the court (and not the jury) may adjudge reasonable as attorneys' fees to be allowed in said action, suit or proceeding.

[If applicable] The below-named person is a minor and I, the undersigned, as the parent and/or guardian of such person, hereby agree to all of the terms of this Release on behalf of such person.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Name: _____

Signature (Parent/Guardian, if applicable): _____
(required for riders under 18)

Date: _____



HOOFBEATS WITH HEART
Equine Assisted Activities & Therapy Center

Mail to: P.O. Box 2098 Physical Address: 5079 S. 156th St.
Higley, AZ 85236 Gilbert, AZ 85298

www.hoofbeatswithheart.org

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

A. REGISTRATION OF RIDER/VOLUNTEER AND AGREEMENT PURPOSE AND CONSIDERATION - In consideration of my enrollment in the Hoofbeats with Heart ~ Equine Assisted Activities and Therapies program and the signing of this agreement, I, the following listed individual and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in activities and events at THIS STABLE. This agreement shall be legally binding upon the PARTICIPANT and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including minor children and personal representatives. It shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. Any disputes by the rider shall be litigated in and venue shall be in the county in which THIS STABLE is located.

B. INFORMATION ABOUT RIDER/VOLUNTEER (PLEASE PRINT):

Name: _____ D.O.B: _____ Age: _____

Address: _____

C. DEFINITIONS – The term “THIS STABLE” shall herein refer to Hoofbeats with Heart ~ Equine Assisted Activities and Therapies (HBWH), Horseshoe Park Equestrian Centre (HPEC), its Board of Directors, Instructors, volunteers and employees. The term “HORSEBACK RIDING” or “RIDING” shall herein refer to riding or otherwise handling of horses whether from the ground or mounted. The term “HORSE” shall herein refer to all equine species. The terms “PARTICIPANT” and/or “STUDENT/RIDER” and/or “VOLUNTEER” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms “I”, “Me”, “My”, “Participant”, and “Rider” shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

D. ACTIVITY RISK CLASSIFICATION, INHERENT RISKS AND NATURE OF THE HORSE WARNING -

Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY. There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. **NO HORSE IS A COMPLETELY SAFE HORSE.** Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human is. If a rider falls from a horse to the ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet and the impact may result in injury or death to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping short; changing directions or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking or running from perceived danger.

E. RIDER/VOLUNTEER ACCEPTANCE OF RESPONSIBILITY - PARTICIPANT AGREES that he/she has in some way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for PARTICIPANT. THIS STABLE is not responsible for any property damage, injury or loss of life incurred by or as a result of any horse(s) on this premises to PARTICIPANT. **PARTICIPANT IS AWARE IF THE RISKS AND DANGERS OF THIS ACTIVITY AND AGREES TO ACCEPT RESPONSIBILITY FOR ANY AND ALL INCIDENTS OCCURRING DURING THIS ACTIVITY.**

F. CONDITIONS OF NATURE - THIS STABLE is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. *SOME EXAMPLES ARE:* Thunder, lightening, rain and wind. Wild and domestic animals, insects, reptiles which may walk, run, fly near, bite or sting a horse or person; and irregular footing on indoor and out of door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural or man-made changes in landscape.

G. ACCIDENTAL/MEDICAL INSURANCE - Should emergency medical treatment be required, I and/or my own medical insurance company shall pay all such incurred expenses. My accidental/medical insurance company is: _____ My policy # _____

H. RIDING HELMET WARNING – RIDER/VOLUNTEER is hereby warned and informed by THIS STABLE that all horse handlers and riders should wear a properly fitted and secured protective EQUESTRIAN riding helmet that meets ASTM standards (not required). Such helmets are available at THIS STABLE; however, THIS STABLE recommends the PARTICIPANT purchase their own helmet to receive the benefit of a custom fit. Wearing such headgear while mounting, riding, dismounting, and being around horses may prevent death or reduce the severity of head injuries resulting from a fall or other incident involving a horse.

I. LIABILITY RELEASE - In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the PARTICIPANT and the parent or guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its Board of Directors, instructors, agents, volunteers, employees, officers, members, affiliated organizations and insurers from legal liability due to THIS STABLE'S ordinary negligence. I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions, causes of action and/or litigation against THIS STABLE and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE. This Includes while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE or on the property of THIS STABLE for any reasons.

J. BREACH OF CONTRACT- Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney fees related to such breach.

ALL VOLUNTEER, RIDERS, PARENTS, LEGAL GUARDIANS OR AUTHORIZED AGENTS FOR SUCH PARTIES MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

STATEMENT OF AWARENESS AND CONFIDENTIALITY

I/WE the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement. I/WE further attest that all stated facts are true and accurate.

Rider/Volunteer/Parent/Guardian (Please Print): _____

Rider/Volunteer/Parent/Guardian Signature: _____

(If Rider/Volunteer is under 18, Parent/Guardian must sign)

State of Arizona

Title 12. Courts and Civil Proceedings. Chapter 5. Limitations of Actions. Article 3. Personal Actions. § 12-553. Limited liability of equine owners and owners of equine facilities; exception; definitions.

Citation: AZ ST § 12-553

Citation: A. R. S. § 12-553

Summary: This Arizona statute provides that an equine agent or owner is not liable for injury if the participant took control of the equine prior to injury, if a parent or guardian signed a release on behalf of a minor, if the owner or agent has properly installed suitable tack or the participant has personally tacked the equine, or the owner or agent assigns a suitable equine based on a reasonable interpretation of the person's representation of his or her skills, health and experience with and knowledge of equines. Liability is not limited, however, when an equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.