

# The Kingsmen Series Release and Waiver

2021

## NON-MEMBER

**PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.**

Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms.

This is an agreement between the Undersigned (or minor in my charge) and The Kingsmen Series.

I, \_\_\_\_\_ and \_\_\_\_\_ (hereafter the "Undersigned") on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns HEREBY:

1. Acknowledge that horseback 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 their training and past performance.
2. Knowing these facts and in consideration of your acceptance of this form, I voluntarily assume the risk and danger of injury or death inherent in horseback riding activities. I hereby RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Kingsmen Series and/or any of its owners, officers, employees agents, sponsors and sanctioning organizations (hereafter the "Releases"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
3. Release the releases from any claim that such releases are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care fit or adjustment of saddles or bridles, instruction on riding skills or supervising riding activities.
4. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Kingsmen Series and its employees and agents from any loss, liability, damage or cost they may incur arising out of or in any way connected with any event, my use of a horse and any equipment or gear provided therewith or any acts or omissions of employees or agents.
5. Agree to abide by and follow any instructions given or rules established by the Kingsmen Series or any of its employees, agents or volunteers with regard to my participation in any event, use of a horse or any equipment or gear provided therewith.
6. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Arizona and is intended to be as broad and inclusive as is permitted in any Arizona law, and that in the event any portion of this Agreement is

determined to be invalid, illegal, or unenforceable, the validity, legality and enforce ability of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Kingsmen Series or its owners, agents, employees, judges or mangers for any injury or damage in breach of this contract, the Undersigned will pay all attorneys fees and costs incurred by the Kingsmen Series in defending such an action.

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

Participant Name (print) \_\_\_\_\_ Signature \_\_\_\_\_

Parent/Guardian(print) \_\_\_\_\_ Signature \_\_\_\_\_

DATE \_\_\_\_\_