



Tierra Madre Horse Sanctuary Waiver and Release of Liability

Welcome, visitor! Please take note of our following policies, rules, and guidelines:

1. Please do not approach any of the horses unless you are an employee, volunteer, or are accompanied by a ranch manager or senior volunteer.
2. Hand feed all treats at your own risk. Horses take food with their lips, but there is always a risk of them using teeth and accidentally hurting you. Please do not give any food to the horses other than approved apples, carrots, or horse treats.
3. Unless they have been to the ranch before and have proven themselves to be well behaved, all dogs must be on a leash.
4. Horses are prey animals. Please do not make any sudden movements, raise your voice around them, run around them, or do anything that might be perceived as an attack.
5. Children 12 and under must be supervised **at all times**. In other words, they must stay within sight of their parents or guardians while on the property. Parents must remain with their children at all times.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

- I acknowledge that horses are large animals that can bite, kick, nip or attack at any time.
- I acknowledge that I am responsible for any injury I obtain while on Tierra Madre Horse Sanctuary property.
- I acknowledge that I cannot bring weapons on Tierra Madre Horse Sanctuary (private) property.
- I acknowledge that I cannot go into the horses' stalls without first going through a volunteer orientation.
- I acknowledge that I have read the policies regarding the Tierra Madre herd and will obey them for my own safety.
- I acknowledge that I have read the full list of risks associated with equine recreational activities provided by a Tierra Madre Horse Sanctuary staff member (see below).

I AM VOLUNTARILY PARTICIPATING IN THE RECREATIONAL ACTIVITIES OF HORSEMANSHIP INCLUDING BUT NOT LIMITED TO PETTING, RIDING, WALKING, AND/OR GROOMING WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS AND DANGERS INVOLVED.

(printed name)

(signature)

(date)



IF YOU ARE SIGNING THIS WAIVER ON BEHALF OF SOMEONE UNDER THE AGE OF 18, PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

- I affirm that I, the signer of this legal document, am the minor's legal parent or guardian. I acknowledge that Tierra Madre Horse Sanctuary will only allow my child to participate in horsemanship activities if I give written consent.
- I acknowledge that horses are large animals that can bite, kick, nip or attack my child at any time.
- I acknowledge that Tierra Madre Horse Sanctuary expects my child to behave appropriately around the horses and other Tierra Madre Horse Sanctuary personnel at all times for safety purposes.
- I acknowledge that Tierra Madre Horse Sanctuary personnel can at any time correct my child's behavior if it is necessary for the safety of everyone around him or her.
- I acknowledge that Tierra Madre Horse Sanctuary personnel are not responsible for supervising my child.
- **If my child is 12 years of age or under**, I affirm that I will monitor my child's actions at all times. I affirm I will keep my child in close proximity to myself at all times.
- **If my child is between the ages of 13 and 17**, I acknowledge that while it is not required to supervise my child at all times, Tierra Madre Horse Sanctuary personnel recommends I stay with my child for his or her own safety and well-being. If I choose to leave my child at the ranch, I understand that he or she will be unattended some of the time.
- I am aware that Tierra Madre Horse Sanctuary has volunteers from all walks of life, including men and women of all ages who are required to do community service as part of their correctional facility programs. If I choose to leave my child at the ranch, I affirm that I am allowing my child to interact with these personnel.
- I acknowledge that I will be responsible for any damaged property that occurs at the hands of my child.
- I am aware of all other potential consequences of leaving my child unattended.
- I acknowledge that I have read the full list of risks associated with equine recreational activities provided by a Tierra Madre Horse Sanctuary staff member (see below).

I AM VOLUNTARILY PARTICIPATING IN AND/OR AM ALLOWING MY CHILD(REN) TO PARTICIPATE IN THE RECREATIONAL ACTIVITIES OF HORSEMANSHIP INCLUDING BUT NOT LIMITED TO PETTING, RIDING, WALKING, AND/OR GROOMING WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS AND DANGERS INVOLVED.

(child's printed name)

(parent or guardian's printed name)

(signature of parent or guardian)

(date)



TIERRA MADRE HORSE SANCTUARY WAIVER AND RELEASE OF LIABILITY

*PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND
WAIVER OF CERTAIN LEGAL RIGHTS.*

IN CONSIDERATION FOR MY BEING PERMITTED BY TIERRA MADRE HORSE SANCTUARY AND EMPLOYEES TO PARTICIPATE IN THE VARIOUS RECREATIONAL ACTIVITIES THAT TAKE PLACE IN AN OUTDOOR ENVIRONMENT IN ROUGH OR MOUNTAINOUS TERRAIN AND/OR VISITING/TOURING THE SANCTUARY, I AGREE TO THE FOLLOWING WAIVER AND RELEASE. CERTAIN RISKS ARE INHERENT IN ANY RECREATIONAL ACTIVITY AND CANNOT BE ELIMINATED OR REDUCED. THE SAME INHERENT RISKS THAT CONTRIBUTE TO THE UNIQUE CHARACTER OF THE ACTIVITY CAN BE THE CAUSE OF DAMAGE TO THE PERSON OR EQUIPMENT ASSOCIATED WITH THE ACTIVITY, OR INJURY, ILLNESS, PARALYSIS OR DEATH. I UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS, HAZARDS AND DANGERS THAT ARE INHERENT AND INTEGRAL TO THESE ACTIVITIES WHICH TAKE PLACE IN A WILDERNESS OR OUTDOOR ENVIRONMENT. I UNDERSTAND THAT THESE INHERENT RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Risks involved in horseback riding. These risks without limitations areas where objects are not marked and hazards may not be visible; where trails are not groomed, maintained or controlled; where weather is changeable, unpredictable and dangerous; and where lightning, thunder, bee hives, streams, creeks, fallen timber, wild animals and other natural hazards and dangers exist.
2. Risks arising out of any activity involving horses, which are unpredictable and uncontrollable in all circumstances; which react to the conduct and actions of other riders and persons; which without warning kick, bite, stomp, stumble, rear, bolt, fall down, and react to sudden movements, noise, light, vehicles, other animals or objects; and which involve equipment that may break or otherwise fail and other riders who may not control their animals and cause a collision or other unpredictable consequences.
3. Risks involved in guide decision making and conduct in connection with recreational activities in a wilderness environment. These risks include without limitation the risk that guide may misjudge an individual's capabilities, or misjudge terrain, weather, water level or the character of the horse, donkey, or mule.
4. Risks arising from riding or recreating where firearms are allowed, and where others may be handling or firing firearms, or both. These risks include without limitations the risk of being shot or struck by flying debris or of accidental discharge of a firearm or the malfunction of a firearm.
5. Pursuant to Arizona law, inherent risks of equine activities include without limitation: the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of the animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; and the potential of a participant to



act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

6. Such other risks, hazards, and dangers that are integral to recreational activities offered and engaged in, in a wilderness or outdoor environment.

I acknowledge that the above description of inherent risks is not complete and that there are other risks, hazards and dangers associated with participating in recreational activities in an outdoor environment that may be unknown or unanticipated. The inherent and other risks, hazards and dangers may result in damage to the person or equipment or injury, illness, paralysis or death. I acknowledge that Tierra Madre Horse Sanctuary has been available to more fully explain to me the risks of these activities. I understand that I have responsibilities as a participant in these activities. There are no mental or physical problems or limitations associated with my participation in the recreational activities which I have not disclosed in writing to Tierra Madre Horse Sanctuary. I am fully capable of participating in these activities. I understand that the presence of Tierra Madre Horse Sanctuary personnel is no assurance of my safety or the lessening of any of these risks.

I AM VOLUNTARILY PARTICIPATING IN OR AM ALLOWING MY CHILD(REN) TO PARTICIPATE IN THE RECREATIONAL ACTIVITIES OF HORSEMANSHIP INCLUDING BUT NOT LIMITED TO RIDING, WALKING, AND/OR GROOMING WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS AND DANGERS INVOLVED. I HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF DAMAGE, INJURY, ILLNESS, PARALYSIS OR DEATH. I, for myself, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, IDEMNIFY AND HOLD HARMLESS Tierra Madre Horse Sanctuary (“indemnify” meaning protect by reimbursement or payment) its owners, agents and employees, with respect to any and all claims, actions, causes of action, liabilities, suits, expenses (including costs and reasonable attorney’s fees) and NEGLIGENCE OF ANY KIND OR NATURE whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property in any way connected with my participation in these recreational activities or my use of Tierra Madre Horse Sanctuary horses, equipment or facilities.

I AGREE that neither I, nor anyone acting on my behalf, will make a claim of any kind against Tierra Madre Horse Sanctuary, the owner of any leased private lands, the U.S. Forest Service, National Park Service, the Bureau of Land Management, any governmental agency whose property any activity schedules may be required to utilize, as a result of any damage, injury, paralysis or death to me or my property.