

Date of Ride _____ Time of Ride _____ Trail Type _____ # of Guests _____
Wranglers _____ Manager _____ Ranch _____



Bryson Ranch L.L.C. dba Horsin' Around Adventures, and Horsin' Around Grand Canyon
PO Box 373, Sedona, AZ 86339 800-403-1690
www.HorsinAroundSedona.com

GUEST PARTICIPATION AGREEMENT and LIABILITY RELEASE FORM

READ CAREFULLY BEFORE SIGNING

A. I/WE, the following listed individual(s), and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equestrian services provided by Bryson Ranch LLC.

B. This agreement shall be legally binding upon ME/US, the participant(s), and the parents or legal guardian thereof if a minor, my heirs, estate, Assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of Arizona, and the counties of Yavapai and Maricopa. This agreement is valid and binding at all times now and in the future when Bryson Ranch permits me (directly or indirectly) to enter and be on their property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near any horses on or off their property. Any disputes by the participant shall be litigated in and the venue shall be the county in which the ride launch site is physically located. This agreement is as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with the state law, then that single part is null and void. The terms "Horse" and "Equine" herein shall refer to all equine species. The terms "I", "We", "Me", "My", shall herein refer to the above participant, and parents or legal guardian thereof if a minor.

C. I/WE ACKNOWLEDGE that horseback riding and wagon/trolley/carriage riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (an integral part of) horse/equine/animal activities, regardless of feasible safety measures taken, and I agree to assume them. The inherent risks include, but are not limited to the following: the propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals. Hazards including but not limited to surface or subsurface conditions, a collision, encounter, and/or confrontation with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or the other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance from 3 1/2 feet to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one smaller, weaker predator animal (the human) tries to impose its will on, and become a unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has 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, spinning around, changing directions and/or speed at will, shifting its weight, bucking, rearing, kicking, biting, and/or running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Bryson Ranch LLC to list all possible risks for me.

D. I/WE ACKNOWLEDGE that the participant(s) may be taking part in a "Wilderness Experience" that may be hazardous to people, and that the meaning of "Wilderness Experience" is defined as the pursuit of activity in a natural, wild and/or rugged uncultivated area or region, as of forest, hills, mountains, plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects which are not tame, may be savage and unpredictable in nature and also wandering at their will. I/We acknowledge that Bryson Ranch LLC is NOT responsible for total or partial acts, occurrences or elements of nature and/or sudden unfamiliar sights, sounds, and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are : thunder, lightning, wind, rain, wild and domestic animals, insects, reptiles, which may walk, run or fly near or bite/sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according the weather, temperature, and natural or man-made changes in landscape. I/WE also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Bryson Ranch LLC to list all possible conditions for me. I/WE have inspected the facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage, and presence upon their premises.

E. I/WE ACKNOWLEDGE that when approaching, mounting, and riding horses, I MUST NOT CARRY LOOSE ITEMS that may fall, blow away, flap in the wind, bounce, or make sharp or loud noises; the action of which may scare horses, causing them to react in unsafe ways. Some examples are cameras, cell phones, hats not secured under the chin, toys, and purses. When near or riding a horse, participants MUST NOT MAKE SHARP OR LOUD NOISES, SUCH AS WHISTLING OR YELLING, the sound of which may scare horses causing them to react in unsafe ways.

F. I/WE ACKNOWLEDGE that saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the Wrangler of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

G. I/WE AGREE that I/WE have been fully warned and advised by Bryson Ranch LLC, that PROTECTIVE HEADGEAR/HELMETS which meets or exceeds the quality standards of the SEI Certified ASTM Standard Equestrian Helmet, should be worn while riding, handling, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce the severity of some of the wearers head injuries and possibly prevent the wearer's death from happening as the result of a fall or other occurrences. I/We Acknowledge that I/WE have been offered protective headgear/helmet that meets or exceeds the quality standards of the SEI Certified ASTM Standard Equestrian Helmets. I/We Acknowledge that once provided, if I choose to wear the protective headgear/helmet offered, that I/WE will be responsible for properly securing the headgear/helmet on the participant's head at all times. I am not relying on Bryson Ranch LLC or it's Wranglers to check any headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

G-1. I/WE understand and agree that Bryson Ranch LLC requires riders to wear SEI Certified ASTM Standard Equestrian Helmets according to the following requirements:

Rider Age: Protective Headgear/Helmet Requirement:

7 Yrs & Younger -For their safety, children 7 years old and younger MAY NOT participate in equestrian services.

8-15 Yrs -Must wear protective headgear/helmet.

16-17 Yrs -Must wear protective headgear/helmet unless their parent or legal guardians sign the refusal statement below.

18 Yrs and Older -Must choose to wear or not wear the protective headgear/helmet by checking the acceptance or refusal below.

★ G-2. HEADGEAR/HELMET PARTICIPATION: I/We request for this participant to wear protective headgear/helmet which is provided, and will be solely responsible for securing the headgear/helmet on the participant's head. _____

★ G-3. HEADGEAR/HELMET REFUSAL: I/We refuse for this participant to wear any type of protective headgear/helmet and/or will provide my/our own. I/We assume full responsibility for my/our safety decision. _____

H. I/WE AGREE that in consideration of Bryson Ranch LLC allowing my participation in this activity, under the terms set forth herein, I/WE for myself/ourselves and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge Bryson Ranch LLC, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations and insurers, and others acting on their behalf, of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to their ordinary negligence or legal liability; and I/WE do further agree that except in the event of their gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Bryson Ranch LLC and it's associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, and/or property damage, sustained by me and/or my minor child or legal ward in relation to this premises and operations, to include while riding, handling, or otherwise being near horses owned by me or Bryson Ranch LLC, or in the care, custody, or control of Bryson Ranch LLC, whether on or off of the premises of Bryson Ranch LLC,, but not limited to being on Bryson Ranch LLC premises.

I. Equine Activity Liability Act (EALA) Warning or Language: [This clause applies ONLY FOR operations located in certain states, including Arizona. I/WE acknowledge that I/we have reviewed this state's Equine Activity Liability Act Warning or Language _____, a copy of which is attached hereto and incorporated as if fully set forth herein.

J. PHOTO DISCLAIMER*: I/WE are made aware that Bryson Ranch LLC and it's locations are a recreational venue, and photos may be taken during participation and/or while on the premises for promotional purposes. I/We give permission to use photos and manipulated images of our likenesses for marketing and advertising purposes. *Does not apply to Private Rides.

I/WE AGREE THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK.. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I/WE ARE GIVING UP RIGHTS TO SUE TODAY, AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND BODY.

Guests over 18 years old, within the party, must sign and print name legibly:

*** Please print Childrens names if applicable**

***Initial for
Photo
Disclaimer**

Signature _____ Phone _____

Signature _____ Phone _____

Signature _____ Phone _____

Signature _____ Phone _____

Signature _____ Phone _____

Signature _____ Phone _____

Person to Contact in Case of Emergency	Relationship	Phone #
_____	_____	_____

**IF YOU ENJOY YOUR RIDE,
HUG YOUR HORSE AND TIP YOUR GUIDE!**

