

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement Code of Conduct



THIS WAIVER AND CODE OF CONDUCT MUST BE SIGNED BY, OR FOR, EACH PARTICIPANT AND BE ON FILE TO USE THE FACILITY AND/OR PARTICIPATE IN ANY CHINO VALLEY EQUESTRIAN ASSOCIATION (CVEA) ACTIVITY.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU, YOUR MINOR(S) or OTHER INTERESTED PARTIES ON YOUR BEHALF ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE ACTIVE AND/OR PASSIVE NEGLIGENCE OF CVEA OR ITS FACILITY CHINO VALLEY EQUESTRIAN PARK (CVEP), OR THE TOWN OF CHINO VALLEY, ARIZONA, AND/OR THEIR OFFICERS, EMPLOYEES, AGENTS, SPONSORS, VOLUNTEERS, JUDGES, MANAGERS AND SANCTIONED ORGANIZATIONS (hereinafter the "Released Parties"). SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN ANY EQUESTRIAN ACTIVITY. RELEASED PARTIES DO NOT GUARANTEE THE SAFETY OF INDIVIDUALS, FAMILY MEMBERS, FRIENDS OR HORSES INVOLVED IN THIS EQUESTRIAN ACTIVITY.

In consideration for allowing THE UNDERSIGNED (and THE UNDERSIGNED'S MINOR(S) if so designated below) to handle and/or ride a horse and/or be near a horse and on behalf of THE UNDERSIGNED, THE UNDERSIGNED MINOR(S), and/or personal representatives, heirs, next-of-kin, spouses, guests and assigns, THE RELEASED PARTIES require that THE UNDERSIGNED HEREBY:

1. ACKNOWLEDGES that Arizona law requires the posting of signs for any equine activity that re-enforces a facility's limited liability and that those signs shall read: Warning! Under Arizona law, an equine activity sponsor or professional shall not be liable for any injury to, or the death of a participant in equine activities resulting from the inherent risk of equine activities. (Code of Arizona 12-553)
2. ACKNOWLEDGES that working with or riding a horse is a dangerous activity and involves risks that may cause severe injury and/or death because of the unpredictable nature and irrational behavior of any equine regardless of its training and past performances.
3. ASSUMES the risk and danger of injury or death inherent in equine activities and hereby release, discharge, and promise not to sue THE RELEASED PARTIES for any loss, liability, damage, or cost whatsoever arising from or related to any loss, damage or injury including death to my/our person(s) or property.
4. RELEASES THE RELEASED PARTIES from any claim that such RELEASED PARTIES are or may be negligent in connection to THE UNDERSIGNED experience or ability, including but not limited to training, riding, selecting any horse, or its maintenance, care, or the fit and adjustment of any equipment including but not limited to saddles, bits, bridles, and ropes, instruction or training equipment or any supervised or open riding activities held or sponsored by THE RELEASED PARTIES.
5. INDEMNIFIES AND SAVES AND HOLDS HARMLESS THE RELEASED PARTIES from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event or use of a horse, and any equipment or gear provided therewith or any acts of omissions of THE RELEASED PARTIES.
6. 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 by Arizona law, and that in the event any portion of the agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforcement of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
7. ACKNOWLEDGES that this document is a contract and AGREES to pay all attorney fees and costs incurred if a lawsuit is filed against anyone or any part of THE RELEASED PARTIES for any injury or damage in breach of this contract.
8. UNDERSTANDS that by signing this document, it is a promise not to sue and a release and indemnity against all claims.

9. **UNDERSTANDS that CVEA requires all riders under the age of 18 to wear an approved horseback rider's helmet and encourages all riders of any age to wear a helmet.**
10. GRANTS to CVEA and its authorized representatives' permission to record film or digital photography and/or video, pictures of my participation and any Minor(s) under my name. I further agree that any or all the material photographed or digitally produced may be used, in any form, as part of any future publications, brochures, or other printed materials used to promote CVEA, and its property CVEP, and further that such use shall be without payment of fees, royalties, special credit, or any other compensation. Further, I understand that no photograph or video of any minor children NOT wearing a helmet will be used by CVEA. It is my responsibility to tell the photographer if I decline.

CHINO VALLEY EQUESTRIAN ASSOCIATION CODE OF CONDUCT

The intention of this contract is to establish clear and acceptable behavioral expectations between the CVEA and its entity, Chino Valley Equestrian Park, and its membership and guests. All riders and guests agree to follow the CVEP rules of conduct.

1. Members and guests shall be courteous to other users at the Park at all times.
2. Members and guests shall maintain control of their equines in such a manner so as not to endanger other persons or animals.
3. No alcoholic beverages are permitted on the grounds of CVEP except in designated areas when sold by CVEA or an approved vendor at an event.
4. No firearms shall be carried in any area designated for alcoholic beverages.
5. No verbal or physical abuse of any person or animal is permitted at any time.
6. No possession, sale, or use of illegal drugs is permitted.
7. All dogs will be kept on leash and picked up after.
8. Dispose of litter and manure appropriately.

Due Process and Penalties:

1. Any complaint of a violation of the Code of Conduct must be referred to a member of the CVEA Board for investigation and determination.
2. During a CVEA Board Meeting, the President will present the complaint and call for a decision.
3. The president will appoint a member to notify those involved in the complaint as to its decision.
4. Actions that the CVEA Board may take include: 1) No action, 2) Verbal or written warning, 3) Suspension of membership, 4) Expulsion from CVEA and events.

MY SIGNATURE BELOW INDICATES THAT:

1. I/We have read and understand the **Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement.**
2. I/We have been advised that **helmets are required for riders under 18 and recommended for all others.**
3. I/We have read and understand the **photography policy (Item #10 above).**
4. I/We have read and understand that we will abide by the **Code of Conduct** while using any part of the Chino Valley Equestrian Park facilities.

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|-------------------|------------------|-------------|
| Print Name: _____ | Signature: _____ | Date: _____ |
| Print Name: _____ | Signature: _____ | Date: _____ |
| Print Name: _____ | Signature: _____ | Date: _____ |
| Print Name: _____ | Signature: _____ | Date: _____ |

Any member or guest who has a question or concern regarding procedure, rules, by-laws, fees, or behavior of any member or guest of the CVEA shall address the concern to the CVEA Board via email to secretary@cvequestrianpark.org.