

Cave Creek Saddle Club
Membership Form – Release of All Claims – Trail Safety Guidelines
2021 / 2022 RIDING SEASON

Membership Form and Release of All Claims

I (we) the undersigned, do hereby release, discharge, and hold harmless, the Cave Creek Saddle Club, its members and officers, their assigns and successors from any and all claims arising out of accidents, or incidents, during any trail ride or social function held by the Club.

Signature(s) _____

Member Names(s) _____

Mailing Address _____

City / State / Zip _____

Telephone _____ Cell Phone _____

E-mail address (please print legibly!) _____

Periodic e-mails about events or reminders will be sent to your e-mail address. You can also view upcoming events and newsletters on our website: <http://cavecreeksaddleclub.org>

Our membership list is not open to public access, nor is it sold for outside use. Please help us retain our privacy.

Dues and Membership (Please check each of the following)

_____ I am enclosing my payment for the current ride year, September thru August.

_____ I understand that all guests must sign a 1-day trial membership form and pay the \$5.00 fee.

_____ I understand that all members and guests under the age of 18 must be accompanied by an adult aged 21 or older.

_____ I agree to abide by all CCSC Guidelines for Safe Trail Riding.

Membership fee:

Individual (\$20) _____ Family (\$30) _____ (please complete form and submit)

I would like to make an additional Contribution _____

Please return with check to:

Cave Creek Saddle Club
P.O. Box 381
Cave Creek, AZ 85327

CAVE CREEK SADDLE CLUB IS A MEMBER IN GOOD STANDING OF THE ARIZONA HORSE COUNCIL

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PARTICIPANT NAME: _____ EMAIL ADDRESS: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE NUMBER(S): _____

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT, YOU AGREE TO GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF USE OF AN EQUINE OR PARTICIPATION IN ANY OTHER ACTIVITY ASSOCIATED WITH THE **CAVE CREEK SADDLE CLUB AND ITS MEMBERS ("INDEMNITEES")**. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, _____, on this _____ day of _____, 202__ willfully enter into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement") in consideration for the **Indemnitees** granting permission to me/the participant to engage in activities it organizes using and/or riding my horse, or interacting another horse(s) whose owner has explicitly authorized me to do so, or a horse owned or controlled by the Indemnitees, and engaging in other related activities.

- 1. NATURE OF ACTIVITIES:** Being around and riding horses comes with inherent risk. Horses are powerful and unpredictable creatures whose actions may cause physical harm while riding them or being around them on the ground. Operations of the Indemnitees' may require the use of heavy equipment, sharp objects and other hazards. There is no guaranty that being around these dangers will not result in injury to life, limb, or property.
- 2. ACKNOWLEDGMENT:** By signing this Agreement, I hereby acknowledge on behalf of myself, or the above-named participant for whom I am the legal guardian, that I have familiarized myself with the nature of the activities as described above which I/the participant will be allowed to engage in by virtue of being granted permission to participate in events, trail rides, or other activities organized by the Indemnitees. I do hereby acknowledge and agree that I/the participant want to participate in the aforementioned activities despite any risk involved and am willing to fully and forever release the Indemnitees, and their principals, agents, employees, members, and assigns from any liability arising out of or in any way connected with my/the participant's participation in related activities, including riding a horse owned or controlled by the Indemnitees and/or any act, error, or omission of the Indemnitees. I recognize and accept the inherent risks involved in riding and working with horses, including but not limited to abrasions or contusions from direct contact with the horses, trauma incurred from falling from a horse, injury from contact with equine equipment or facilities, allergic reactions, tripping in or over objects, slipping or tripping on wet, muddy, icy, or uneven surfaces, death, disability, damage to property, and other possible injury or damages. *I understand that the Indemnitees recommend wearing a safety helmet when riding but that I am solely responsible for whether or not I use a suitable helmet.*
- 3. ASSUMPTION OF RISK AND HOLD HARMLESS:** I, on behalf of myself/the participant and any and all of my/the participant's heirs, beneficiaries, assigns, relatives, and successors hereby assume any and all risk related to my/the participant's participation in any related activities, including the use of horses owned or controlled by the Indemnitee and any consequence of any act, error or omission of the Indemnitees. Such risk includes that of bodily harm, death, injury to person and/or property damages. I accept full responsibility for my/the participant's safety and welfare while engaged in any activity organized by the Indemnitees or in connection with the use of horses owned or controlled by

the Indemnitees and shall hold the Indemnitees harmless for the same. I further acknowledge that the Indemnitees, and their respective principals, agents, employees, members and assigns bear no responsibility for my health, safety, welfare or necessary medical care while I am participating in any activity they have organized. I understand that whether or not a helmet is worn is my decision and it is my responsibility to make sure the helmet is suitable for use in equine activities, I assume all risk related thereto and hold the Indemnitees harmless of the consequences of the same.

Initials _____

4. FULL RELEASE OF ALL LAIBILITY AND WAIVER OF ANY AND ALL CLAIMS: I understand that A.R.S. § 12-553 limits the liability of an equine owner and/or the owner of an equine facility for the injury to or death of an equine or its rider or handler. I hereby completely and forever waive and release the Indemnitees, the owner of any horse I/the participant come in contact with while engaging in activities organized by the Indemnitees, and the owners of any property where an Indemnitee organized activity occurs, and their respective principals, agents, employees, heirs, successors in interest, members and assigns from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity of any kind or nature whatsoever arising out of or in connection with any injury sustained by any person(s) including myself/the participant, or to the property of any person(s) caused by/in connection with or arising out of my/the participant's presence, participation in equine or other activities organized by the Indemnitee, riding a horse owned or controlled by the Indemnitees, and/or any act, error, or omission of the Indemnitees with the exception of gross negligence or willful or wanton intentional acts intended to cause injury.

Initials _____

5. INDEMNITY: I agree, to the fullest allowable extent under the laws of the State of Arizona, to indemnify the Indemnitees, the owner of any horse I/the participant come(s) in contact with while engaging in activities organized by the Indemnitees, and the owners of any property where an Indemnitee organized activity occurs, and their respective principals, agents, employees, heirs, successors in interest, members and assigns from any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities in law or in equity of any kind or nature whatsoever arising out of or in connection with any injury sustained to myself/the participant or any person(s) or to the property of any person(s) caused by or in connection with my/the participant's participation or the participation of any person as caused by me in any activity organized by the Indemnitees or my/the participant's use of or contact with a horse owned or controlled by the Indemnitees. I shall at my own expense defend any and all suits, actions, or other legal proceeding that may be instituted by any third party against the Indemnitees or their principals, agents, servants, employees, assigns, successors in interest, members, and/or a property owner on any such claim, demand, or cause of action including cases of alleged negligence. I shall further immediately pay and satisfy any judgment that may be rendered against the Indemnitees, the owners of any property where an Indemnity organized activity occurs, and their respective principals, agents, servants, employees, assigns, members and/or successors in interest in any such legal action and reimburse the same for any legal expenses incurred in connection therewith or in enforcing the indemnity granted in this section.

Initials _____

6. WILLFUL AGREEMENT AND RULES: I hereby warrant and agree that I clearly understand all of the terms and provisions contained in this Agreement, I am not relying on any representation, written or oral, expressed or implied, made to me by any person other than as set forth herein, and acknowledge that this is a binding legal document which I entered into willfully and freely without any duress in exchange for permission to participate in activities or events organized

or sponsored by the Indemnites. I agree to adhere to any and all rules promulgated by the Indemnites including but not limited to the "Club Rules" which I have received a copy of.

- 7. CHOICE OF LAW AND VENUE:** In the event a dispute of any nature should arise relating to my/the participant's participation in any event or activity organized or sponsored by the Indemnites, regardless of whether or not it is contemplated in this Agreement, Arizona Law shall apply and the only appropriate venue for bringing an action shall be a court of appropriate jurisdiction in Maricopa County.

I, _____, on behalf of myself or the participant named above for whom I am the legal guardian, have read the above conditions to this Agreement in their entirety and fully agree to (1) accept all risks and hold the Indemnitee harmless for any damages associated with my/the participant's participation in any event or activity organized or sponsored by the Indemnites, (2) waive the right to sue the Indemnites, the owner of any horse I/the participant come in contact with while participating in an activity organized by the Indemnites, and their respective principals, agents, employees, heirs, successors in interest, members and assigns for any reason whatsoever resulting from any injury, loss, or damages incurred related to participation in or presence at an event or activity organized or sponsored by the Indemnites including those that result from an act, error, or omission of the Indemnitee with the exception of gross negligence or willful and wanton misconduct, and (3) further agree to indemnify and defend the Indemnites from any action taken against them for the same.

Signed: _____

Printed Name: _____

Dated: _____

CAVE CREEK SADDLE CLUB GUIDELINES FOR SAFE TRAIL RIDING

1. Each ride will have a designated trail boss and one or more drag riders. These persons are responsible for everyone's safety and enjoyment on the ride. Stay with the group, behind the leader, and in front of the drag rider(s).
2. Proper equipment should be used on all trail rides for the safety of the horse and rider.
3. Stay on the trail. Do not cut corners. When the trail permits, side by side riding will provide an opportunity for conversation.
4. ANY HORSE WILL KICK. A red ribbon tied to a horse's tail lets others know it is a known kicker. Maintain a safe distance between horses. Stay at least one horse length between your horse and the horse in front, 2 - 3 horse lengths on hills.
5. Do not speed past or up behind another horse, and never pass in dangerous terrain. When necessary to pass the horse in front of you, call out your intentions.
6. Warn others of hazards on the trail. When stopping on the trail, stop clear of other horses and advise the trail boss and other riders why you need to stop. Do not stop on inclines or declines, or in thick cholla, with other horses behind you.
7. NO dogs, stallions or alcohol allowed on club rides.
8. Firearms are permitted ONLY in responsible hands. Use is for trail emergencies only. Any individual deemed irresponsible will be required to leave their firearm behind or not participate in the ride.
9. CCSC rides and activities are a "POLITICS FREE ZONE". Everyone has a right to their own beliefs, but as the old saying goes you don't discuss "race, religion or politics". Save it for social media, political groups, etc.
10. At the advice of insurance agents, only CCSC club members are allowed on club rides. However, we welcome and encourage guests. A one day trial "club membership" is available for a nominal fee to accommodate guests and prospective members. Riders under the age of 18 must be accompanied on the ride by the responsible adult aged 21 or older.
11. Rides will be graded on a one to four basis to let the riders be prepared for safer trail riding and to determine if they or their horse is qualified. Each trail boss shall grade the ride and let the secretary know prior to sending out the newsletter or group e-mail.

SAFETY + TRAIL COURTESY = A GREAT TRAIL RIDE!

CAVE CREEK SADDLE CLUB TRAIL RATING GUIDE

LEVEL 1

Easy, short ride, mostly level terrain, few climbs or hills, good footing. Usually follows roads or wide, well defined trails most of the way. 1 - 3 hours long.

LEVEL 2

Generally good footing. Some climbing and downhill, but not steep or difficult. Can go cross country on mostly level ground. 3 - 5 hours including lunch break.

LEVEL 3

Footing may be difficult in places, or rocky. May have steep climbs and down hills, and narrow or precipitous trails. Requires confidence in your horse. 4 - 6 hours including lunch break.

LEVEL 4:

Steep, rocky, may require horses to step up and down large rocks or negotiate narrow trails with steep drop-offs. Requires total confidence in your horse. 5 - 7 hours including lunch break.

SAFETY + TRAIL COURTESY = A GREAT TRAIL RIDE!

Revised 9/2018