

# Waiver and Release of Liability

In consideration of the risk of injury that exists while participating in **EQUINE, PETTING ZOO, AND ASSOCIATED EVENTS** (hereinafter the "activity"; and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same.

I HEREBY for myself, my heirs, executors, administrators, assigns, power of attorneys, or personal representation (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge **REBEL HEARTS RANCH LLC, NICOLE AND COLIN LESTER**, located at 400 W Via De Arboles, San Tan Valley, Arizona 85140, their affiliates, managers, members, agents, attorneys, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize **REBEL HEARTS RANCH LLC AND NICOLE AND COLIN LESTER** to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDS, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and I agree to abide by the rules and decision of **Rebel Hearts Ranch LLC and Nicole and Colin Lester** regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE REBEL HEARTS RANCH LLC AND NICOLE AND COLIN LESTER FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST REBEL HEARTS RANCH AND NICOLE AND COLIN LESTER FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of **REBEL HEARTS RANCH LLC AND NICOLE AND COLIN LESTER**.

I agree that this Release shall be governed for all purposes by Arizona Law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

IN THE EVENT THAT ANY DAMAGE TO EQUIPMENT, ANIMALS OR FACILITIES OCCURS AS A RESULT OF MY OR MY FAMILY'S WILLFUL ACTIONS, NEGLIGENCE OR RECKLESSNESS, I ACKNOWLEDGE AND AGREE TO BE HELD LIABLE FOR ANY AND ALL COSTS ASSOCIATED WITH ANY SUCH ACTIONS OF NEGLIGENCE OR RECKLESSNESS.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY,  
DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION

**I, THE UNDERSIGNED PARTICIPANT, CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND  
ITS CONTEXT AND I AM SIGNING IT OF MY OWN FREE WILL.**

Participant's Name: .....

Signature: .....

Date: .....

**I HEREBY CERTIFY that I am the parent or guardian of ..... and do hereby give my consent  
without reservation to the foregoing on behalf of this minor.**

Parent / Guardian Name: .....

Relationship to Minor: .....

Signature: .....

Date: .....