

**ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY,
AND RELEASE OF LIABILITY**

PLEASE READ CAREFULLY

There are significant elements of risk in any adventure, sport, or activity associated with saddle animals, including, but not limited to horses, mules, and burros (referred to herein as "Activity"), at, or in conjunction with, Sprucedale Guest Ranch (referred to herein as "Ranch"), located at 1228 Wiltbank Road, Alpine, Arizona 85920 (referred to herein as "Premises"), and use of the Premises, equipment, facilities, services, and/or horses and other equine of the Ranch.

Acknowledgment of Risks: I realize that there is an inherent danger in the use of any saddle animal and that travel with or upon a saddle animal may involve hazards including, but not limited to, uneven or unstable ground or road surfaces, trees, branches, rocks, stones, gravel, mud, water, and/or objects on the ground or roadway; that weather can create slippery conditions associated with fog drip, rain, sleet, ice and snow; that motor vehicles, other horses and riders, equipment failure, my ability to control or direct an animal, and the speed at which I proceed, can pose a dangerous risk to my safety; that movement, noise, and contact with objects may frighten or cause an animal to move unpredictably and with force; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, express or implied, is being made as to the habits, disposition, suitability, nature, or physical condition of any animal. I realize that personal property may be lost or damaged, that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers, and hazards of the activity; that wearing a helmet is a basic precaution; and that I should ask about other potential risks, dangers and hazards, and recommended precautions and procedures. I recognize that the risks of harm from using the Premises, equipment, facilities, services, horses and/or other equine of the Ranch, include, but are not limited to, being injured by a horse, whether riding or otherwise, being injured as a result of faulty gear, saddlery, tack or other equipment, being injured by animals, wildlife, reptiles or insects located on or around the Premises, being injured by any natural or unnatural, obvious or hidden, hazards located on or around the Premises, including, without limitation, cliffs, rocks, holes, fences, machinery, stumps, logs, ditches, debris, roads, washes, trails, rugged terrain, being injured by the forces of nature, and being injured by any negligent acts or omissions of any person, including any guest, invitee, volunteer, customer, owner, officer, agent or employee of the Ranch, whether or not in combination with any of the above enumerated risks. I also acknowledge that there may be other risks not known to me or that are not reasonably foreseeable at this time.

Express Assumption of Risk and Responsibility: In recognition of the inherent risks of the activity, which I, and any minor children for which I am responsible, will engage in, including use of the Premises, equipment, facilities, services, and/or approaching, handling, mounting, riding, and dismounting a saddle animal, I confirm that I am (we are) physically and mentally capable of participating in any activity and using any equipment, facilities, or services on or around the Premises. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death. I assume all responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accidents, and/or illness, including, but not limited to, sprains, torn muscles and/or ligaments, fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal bite or attack, insect bite; allergic reaction, shock, paralysis, and/or death; and acknowledge that if, during the activity, I/We experience fatigue, chill, and/or dizziness, my/our reaction time may be diminished, and the risk of an accident increased.

Covenant of Good Faith: I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

Authorization: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

Releases: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian, or otherwise responsible; any heirs, personal representatives, or assigns, do hereby release **SPRUCEDALE GUEST RANCH; RUNNING W, LLC; WILTBANK RANCH, LLC; WILTBANK STABLES, LLC; WILTBANK INVESTMENTS, LLC; AND Y6 RANCH LLC**, its principals, directors, officers, agents, employees, and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever, (except that which is the result of gross negligence). See Arizona Revised Statutes Section 12-553.

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.
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1. _____
Dates of Stay Name of Participant DOB Signature

Mailing Address City State Zip Code

Email Address Mobile Phone Home Phone

I have ridden ____ times in the past three years and consider myself a ____ Beginner ____ Intermediate ____ Advanced

If participant is under 18, the Parent/Legal Guardian must sign: _____

2. _____
Date(s) Name of Participant DOB Signature

Mailing Address City State Zip Code

Email Address Mobile Phone Home Phone

I have ridden ____ times in the past three years and consider myself a ____ Beginner ____ Intermediate ____ Advanced

If participant is under 18, the Parent/Legal Guardian must sign: _____

3. _____
Date(s) Name of Participant DOB Signature

Mailing Address City State Zip Code

Email Address Mobile Phone Home Phone

I have ridden ___ times in the past three years and consider myself a ___ Beginner ___ Intermediate ___ Advanced

If participant is under 18, the Parent/Legal Guardian must sign: _____

4. _____
Date(s) Name of Participant DOB Signature

Mailing Address City State Zip Code

Email Address Mobile Phone Home Phone

I have ridden ___ times in the past three years and consider myself a ___ Beginner ___ Intermediate ___ Advanced

If participant is under 18, the Parent/Legal Guardian must sign: _____

5. _____
Date(s) Name of Participant DOB Signature

Mailing Address City State Zip Code

Email Address Mobile Phone Home Phone

I have ridden ___ times in the past three years and consider myself a ___ Beginner ___ Intermediate ___ Advanced

If participant is under 18, the Parent/Legal Guardian must sign: _____

6. _____
Date(s) Name of Participant DOB Signature

Mailing Address City State Zip Code

Email Address Mobile Phone Home Phone

I have ridden ___ times in the past three years and consider myself a ___ Beginner ___ Intermediate ___ Advanced

If participant is under 18, the Parent/Legal Guardian must sign: _____