

Horses for Hire LLC, DBA: MacDonald's Ranch

Location: 26540 N Scottsdale Rd, Scottsdale, AZ 85255

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Volunteer, Vendor or Third Party (Third Party) is providing Products and Services on the Premises of Horses for Hire, LLC dba MacDonald's Ranch (Horses) and hereby agrees, acknowledges and agrees that:

1. Third Party shall indemnify and defend Horses against and hold Horses harmless from all claims and causes of action arising out of or resulting from: (i) Third Party's providing of Third Party's Services, Products, and instructions for use or any activity related to the Third Party's activities on the Premises; (ii) any modification of any Services or Products by parties other than Third Party; (iii) the use of the Products and Services in combination with other products; (iv) any warranty, promise, or representation made by Third Party or its employees or agents; or (v) infringement of any U.S. patent, U.S. copyright or U.S. trademark right if such claim would have been avoided by the exclusive use of the Products and Services. Third Party shall pay resulting costs, damages and attorneys' fees awarded by a court with respect to any such claims. This indemnification shall cover any third party claims brought against Third Party.

2. Third Party shall indemnify, defend, and hold Horses harmless from any and all claims and damages, including attorneys' fees and costs, arising from Horses' maintenance of the Property or the conduct of its business or from any act, omission, work, or thing done, permitted, or suffered by Third Party, in or about the Premises unless caused solely by Horses or Horses' agents or employees. Third Party shall further indemnify, defend, and hold Horses harmless from any and all claims and damages, including attorneys' fees and costs, arising from any breach or default in the terms of the Product or Services Agreement, or arising from any act, negligence, fault, or omission of Horses or Horses' agents, employees, or invitees, and from any and all costs, attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Horses by reason of any such claim, Third Party, on notice from Horses, shall defend it at Third Party's expense by counsel approved in writing by Horses.

3. Third Party hereby certifies that Third Party has adequate insurance to cover any injury or damage Third Party may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I also understand that I may not be on the Premises to catch horses, manage livestock and attend off site events and other activities. My indemnification shall also apply to these activities.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND ON BEHALF OF COMPANY AND ITS EMPLOYEES SIGN IT FREELY AND VOLUNTARILY

I have read the above Declarations, understand them, and I agree to be bound by them.

Name Third Party (please print)

Address

Contact Number

Name of Minor Child

PRINTED Name of Adult/Parent/Legal Guardian

Signature of Third Party Responsible Party

City

State

Zip Code

Date

Signature of Adult/Parent/Legal Guardian If participant is a minor, and by their Signature, they on my behalf release All claims that both they and I have.