

Bein Performance Horses, LLC
RELEASE AND HOLD HARMLESS

- A. STABLE. Bein Performance Horses, Jessica Bein, Lauren Whyte, and or David Bein, and all trainers, employees, subsidiaries, affiliates, agents, and servants (“STABLE”).
- B. PREMISES. The premises are located at 14821 East Rio Verde Dr, Scottsdale, AZ 85262 (“PREMISES”).
- C. AGREEMENT PURPOSE. In consideration of the signing of this Agreement in exchange for receiving lessons or training from STABLE, regardless of whether a fee is paid for the lesson, training or trail of sale horse, I, the following listed individual and the parent or legal guardians thereof if a minor, do hereby agree to hire the STABLE to provide training and or instruction on the Horse listed below.

Rider Name _____ (“RIDER”) Age (if under 21) _____

Horse Name _____ Owner Name _____

Horse Riding Experience:

RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, shall be subject to the terms of this Agreement. RIDER represents that he/she does not have any physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse.

- D. NATURE OF HORSES. RIDER understands that horseback riding is classified as a rugged adventure recreational activity, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions; related injuries can be severe. RIDER understands that no horse is completely safe. If a horse is frightened or provoked it may divert from its training and act accordingly to its natural survival instincts which may include, but are not limited to stopping short, changing directions or speed at will, bucking, rearing, kicking, biting, or running from danger.
- E. RIDER RESPONSIBILITY. RIDER understands that upon taking control of a horse, whether or not mounted, the rider is in primary control of the horse. The RIDER’S safety largely depends upon the RIDER’S ability to carry out instructions, and the RIDER’S ability to remain balanced aboard the moving animal. RIDER agrees that RIDER shall be responsible for his/her own safety.
- F. CONDITIONS OF NATURE. RIDER understands that STABLE is NOT responsible for total or partial acts, occurrences or elements of nature, such as thunder, lightning, rain, wind, eater, wild and domestic animals, insects, reptiles, which can scare a horse, cause it to fall, or react in some other unsafe way.
- G. PROTECTIVE HEADGEAR. RIDER understands that he/she have been made aware of the benefits of wearing protective headgear (riding helmet) by the STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is the rider’s decision as to whether he/she will wear a helmet.

