

Mingus Union High School District Equine Activity Waiver

Mingus Union High School District (“District”) permits the Mingus Union High School Equestrian Club to participate in equine activities, including, but not limited to, riding, training, grooming, saddling, leading, loading, competing, and handling horses (“Equine Activity”). You and your student acknowledge that participation in the Equine Activity is voluntary. The District requires the waiver below to be completed prior to participation in the Equine Activity.

I realize that participation in the Equine Activity creates the potential for injury and have considered the health risks associated with this event. I acknowledge that inherent risks include, but are not limited to:

- A horse’s propensity to buck, rear, bite, kick, bolt, stumble, or act unpredictably
- Sudden reactions to sound, movement, vehicles, animals, weather, or people
- Slippery, uneven, or unstable arena or ground conditions
- Collisions with other horses, riders, livestock, fences, or structures
- Equipment or tack failure
- The possibility that a participant may act negligently and contribute to injury

I acknowledge that even with proper instruction and strict observance of rules, injuries are still a possibility. I understand that participation in the Equine Activity may involve risk of serious injury, including permanent disability and death, which might result not only from participant’s own actions, inactions or negligence, but from the actions, inactions or negligence of others or the conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known or not reasonably foreseeable at this time. The risks may include, but are not limited to: nature of the activity; latent or apparent defects or conditions in equipment or property supplied by the District, or other persons or entities; use of property by participant or others or use of equipment supplied by District or other entity; acts of other participants in this activity, employees or agents of the District; physical condition of participant, acts or omissions; conditions of the facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.

I understand and acknowledge that organizers and volunteers of the Equine Activity may not be employees of the District, including the horse owner, the property owner, and the facility operator. By signing below, the participant and the parent/guardian acknowledge and accept the risks of physical injury associated with participation in the activity described above. The participant and the parent/guardian accepts personal financial responsibility for any bodily or personal injury sustained during the activity. Further, the participant (or parent/guardian) promises to assume all the foregoing risks and accept personal responsible for the damages following such injury and to hold harmless the District and its representatives and/or the host of the event, including the horse owner, the property owner, and the facility operator, for any injury related to the activity.

I understand that my student’s participation in the Equine Activity is conditioned upon meeting the Equine Activity requirements. I also understand that the same code of conduct required of my student while he or she is in school applies to the Equine Activity. If my student does not comply, then he or she may lose the privilege to participate.

I agree that my child will:

- Wear properly fitted ASTM/SEI-approved helmet while mounted
- Follow instructor, advisor, and event official directions

- Use appropriate and properly fitted tack and equipment

By signing below, I authorize qualified medical personnel to provide emergency treatment of an injury or illness, if qualified medical personnel consider treatment necessary. This authorization is granted only if I cannot be reached and a reasonable effort has been made to do so.

By signing below, I also authorize use of my student’s photos and/or video footage from participating in the Equine Activity.

My signature below indicates that I have read the information contained in this document:

I approve of _____ participating in the Equine Activity.
(Student Name)

Waiver, Release and Indemnification

I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless the District, each of its Governing Board members, agents, and employees, other participants, and, if applicable, the horse owner, the property owner, and/or facility operator(s) or lessor(s) of the premises used (collectively, the “Released Parties”), from any and all liability for any and all claims, demands or causes of action which are in any way connected with my student’s participation in this activity or my student’s use of the District equipment or facilities.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in this activity, a court of law may find me to have waived my right and my minor child(ren)’s right to maintain a lawsuit against the District or Released Parties, on the basis of any claim from which I have released the District and the Release Parties herein.

I have read this Waiver, Release of Liability, and Indemnification. I am signing this Waiver, Release of Liability, and Indemnification voluntarily for and on behalf of myself and my minor child(ren). I intend that this waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law.

MINOR CHILDREN:

Printed Name	DOB	Emergency Phone Contact
_____	_____	_____
_____	_____	_____

If any of the above-named participants are under eighteen years of age, I hereby attest that I am their custodial parent and/or legal guardian and am authorized to sign on behalf of said minor child(ren) and I verify that I fully understand, agree to, and accept all provisions of this Waiver, Release of Liability and Indemnification for and on behalf of myself and the above-named minor child(ren).

Printed Name	Signature	Emergency Phone Contact
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PARTICIPANT INFORMATION

Minor Participant Name: _____

Date of Birth: _____ Age: _____

Parent/Legal Guardian Name: _____

Address: _____

Phone: _____ Email: _____

Equestrian Club: Mingus Union High School Equestrian Club

Horse Owner (if applicable): _____

Horse Name (if known): _____

Activity Location: Verde Valley Fair Arena, 800 E Cherry St, Cottonwood, AZ 86326

Under Arizona law, an equine owner or agent is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Arizona Revised Statutes § 12-553.