



Rancho Belmontez LLC

Liability Waiver Form

Thank you for visiting Rancho Belmontez. Our property offers a unique experience where guests can interact with animals such as goats, sheep, ducks, turkeys, and horses, as well as enjoy various activities including horseback riding, photography sessions and event hosting. To ensure the safety of our guests and protect the farm, we ask that you carefully read and sign this waiver.

Rancho Belmontez Addresses:

- 8916 & 8838 N 94th Ave, Peoria, AZ 85345
- 7220 N. 185th Avenue, Waddell, Arizona 85355

Liability Waiver and Release of Claims

I, the undersigned, hereby acknowledge and agree to the following terms as a condition of my visit to Rancho Belmontez, located at the above addresses. I am voluntarily visiting and/or participating in activities at Rancho Belmontez, including but not limited to photography sessions, horseback riding, interactions with farm animals, and attending ceremonies or receptions.

I understand that participating in these activities may involve inherent risks, including but not limited to:

1. **Animal Interaction Risks:** Animals such as horses, goats, sheep, ducks, and turkeys may behave unpredictably. I understand the risks involved in handling, feeding, and interacting with animals, including the potential for bites, kicks, scratches, injury or other equine-related accidents such as property damage to dress. Interaction with animals, specifically horseback riding, is classified as a rugged adventure recreational sport 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 animal is completely safe, as they can divert from their training and act according 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.
2. **Horseback Riding Risks:** In the event that I or any participant in my group partakes in horseback riding or any other equestrian activities, I acknowledge the risks involved, including falling, being thrown, or other equine-related accidents.

WARNING:

UNDER ARIZONA LAW (A.R.S. §12-553), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A

PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. I SPECIFICALLY ACKNOWLEDGE THAT I AM AWARE OF THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES, AND AM WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR MY OWN SAFETY AND WELFARE, AND THEREFORE RELEASE RANCHO BELMONTEZ (AND ANY OF ITS AGENTS AND INVITEES) FROM ANY LIABILITY, EXCEPT DUE TO THE GROSS NEGLIGENCE OF RANCHO BELMONTEZ.

3. **Environmental Hazards:** The farm includes natural and rural elements, which may present uneven terrain, insects, and other environmental risks. I understand the potential for falls, slips, or other accidents.
4. **Event Venue Risks:** During events, including weddings, ceremonies, and receptions, there may be potential hazards associated with the event setup, decorations, outdoor venues, and other elements of event participation.

Assumption of Risk

I fully understand and voluntarily assume all risks associated with my visit and participation in activities at Rancho Belmontez. I assume full responsibility for any personal injury, personal property damage, illness, or other harm that may occur as a result of my participation or presence at the farm, whether caused by the negligence of Rancho Belmontez or otherwise.

Release of Liability

In consideration for being allowed to participate in this activity, whether for compensation or not, I (for myself or my child), do agree to hold harmless and release the Rancho Belmontez (and its owners, members, officers, directors and employees) from any loss, damage or legal liability from injury of any nature I, or my minor child, may sustain during these activities. I further agree that, I shall bring no claims, demands, actions and causes of action and/or litigation, against Rancho Belmontez (and/or its owners, members, officers, directors and employees) for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the Property and operations of Rancho Belmontez.

Agreement to Comply with Safety Guidelines

I agree to follow all safety instructions and guidelines provided by Rancho Belmontez staff during my visit. I understand that failure to adhere to these guidelines may increase the risk of injury or harm. I further agree that Rancho Belmontez reserves the right to remove any guest who is behaving in a manner deemed unsafe.

Medical Treatment Authorization

In the event of an injury or illness during my visit, I authorize Rancho Belmontez to secure appropriate medical treatment on my behalf if necessary. I understand that I am responsible for all costs associated with any medical care provided.

Photographic/Video Release

I grant permission for Rancho Belmontez to use photographs or videos taken during my visit for promotional purposes, including on social media, websites, and other marketing materials. If I do not consent to this, I will notify Rancho Belmontez in writing prior to my visit.

Applicable Law, Jurisdiction and Attorneys' Fees

This Agreement shall be construed and governed by the laws of the State of Arizona. Jurisdiction and venue for all disputes connected with this Agreement shall be in Maricopa County, Arizona. In the event a lawsuit is brought related to this Agreement, Rancho Belmontez shall be entitled to recover its attorney's fees and costs incurred. All claims against Rancho Belmontez (or related parties) related to participation in any equine or related activities, must be brought within one (1) year from the date of such claim arising.

Signature and Acknowledgment

By signing below, I acknowledge that I have read, understood, and agreed to the terms and conditions of this Liability Waiver Form. I understand that this waiver is a binding legal document and that by signing, I am waiving certain rights.

Name (Print): _____

Signature: _____

Date: _____

Phone Number: _____

Email: _____

Parent/Guardian Consent (if participant is a minor):

I, the undersigned, am the parent or legal guardian of the minor named below and consent to the above terms on their behalf.

Minor's Name (Print): _____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: