DESERT CABALLEROS
OUT WICKENBURG WAY

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2027 ANNUAL TRAIL RIDE

RELEASE & WAIVER

Release, waiver, indemnification, and arbitration

The company providing liability insurance for the Desert Caballeros, the State of Arizona, the Town of Wickenburg, and our lessors require that the following release be signed by each member of the Desert Caballeros, including Caballeros, Amigos, Nuevos, and by ride guests and day in camp guests.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

Please print your name, sign and date the back, and return this agreement of release, indemnification, and waiver to the Desert Caballeros with your application.

PRINT PARTICIPANT'S NAME

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT

NOTICE — BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") operated by DESERT CABALLEROS, INC., (the "Host"), with the assistance and cooperation of Cooper Ranch, John W. Cooper II, Cathy M. Holt, Thomas R. Hamill and Mary C. Hamill, their employees, agents, representatives, successors, heirs, and assigns (collectively "Cooper"); Moralez Ranch, Angel Moralez, David Moralez, Cindy Moralez, their employees, agents, representatives, successors, heirs, and assigns (collectively "Moralez"); Boyd Ranch, an Arizona not for profit Corporation, its Officers, Directors, employees, agents, representatives, successors, and assigns (collectively "Boyd"); the State of Arizona, its Officials, Officers, Directors, employees, agents, representatives, successors, and assigns (collectively "State"); the County of Yavapai, Arizona, its Officials, Officers, Directors, employees, agents, representatives, successors, and assigns (collectively "County"); the Town of Wickenburg, its Officials, Officers, Directors, employees, agents, representatives, successors, and assigns (collectively "Town"); and Desert Caballeros, Inc., its Officers, Directors, employees, agents, representatives, successors, and assigns (collectively "DC"), the Participant does hereby agree, to the fullest extent permitted by law, as follows:

1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, Cooper, Moralez, Boyd, State, County, Town and DC arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host ("Equipment"). The Participant specifically understands that he is releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, Cooper, Moralez, Boyd, State, County, Town and DC, their owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;

2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the negligent acts or conduct of the Host, Cooper, Moralez, Boyd, State, County, Town and DC, their owners, affiliates, operators, employees, agents, and officers. The Participant understands that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3) **TO RELEASE** the Host, Cooper, Moralez, Boyd, State, County, Town and DC, their owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and

4) **TO INDEMNIFY** the Host, Cooper, Moralez, Boyd, State, County, Town and DC, their owners, affiliates, operators, employees, agents, and officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

ARBITRATION

The Participant hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a Trail Ride in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Arizona, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

PHOTOGRAPHY / VIDEOGRAPHY RELEASE

Participant hereby grants to the Host, its representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

PERSONAL RESPONSIBILITY

The Participant certifies that he has no physical or mental condition that precludes him from participating in the Programs and that he is not participating against medical advice.

Participant acknowledges that he has been advised to wear a helmet to mitigate the likelihood of head injury while riding. Participant understands that failure to wear a helmet increases the risk of serious head injury. Participant specifically assumes the risks of failing to wear a helmet, and specifically agrees that all of the covenants, discharges, releases, promises, waivers, and other terms contained herein shall apply to any injury or damage caused or aggravated by the choice not to wear a helmet, and accepts full responsibility for any injury that results.

The Participant understands that his participation in the Programs is voluntary and further understands that he has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he is obligated to follow the rules of the Programs and that he can minimize his risk of injury by doing so and through the exercise of common sense and by being aware of his surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he believes jeopardizes his personal safety or that of others, he will remove himself from participation in the Programs and immediately bring said hazard to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

This Agreement shall be binding upon Participant, his heirs, successors, personal representatives, assigns, and anyone else claiming for, by or through Participant. Participant further acknowledges that this document is a contract and agree that if a lawsuit is filed by Participant, his heirs, personal representatives or assigns against the Host, Cooper, Moralez, Boyd, State, County, Town or DC, their owners, affiliates, operators, employees, agents, and officers for any injury or damage Participant or his estate will pay attorneys' fees and costs incurred by the Cooper, Moralez, Boyd, State, County, Town and DC, their owners, affiliates, operators, employees, agents, and officers in defending such action.

This Agreement shall remain in effect for the Host, Cooper, Moralez, Boyd, State, County, Town and DC until receipt of an effective notice of cancellation, in writing, from Participant. Such cancellation shall be deemed **not to be an effective notice** if the Participant has, after execution of such purported cancellation, participated in any activity or event of the Host, Cooper, Moralez, Boyd, State, County, Town and DC which is or would have been subject to the provisions hereof.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ANY OF THE PARTIES.

SIGNATURE Sign in ink, or add a digital signature in your PDF app. A typed name isn't accepted.

DATE