

Circle G Ranches IV Homeowners Association
Arena and Trails Rules, Regulations & Liability Waiver
(07/10/2020) BOARD APPROVED
READ CAREFULLY BEFORE SIGNING

The Circle G Ranches IV ("CGR") Arena and Trails are provided for the sole use and enjoyment of the CGR homeowners, their family members and accompanied guests. The following rules ensure that the Arena and Trails stay safe and attractive:

1. All CGR residents, family members and accompanied guests who use the Arena and Trails do so at their own risk (ARS 12-553). You are responsible for supervising your family members and guests. No one, including non-residents, may use the Arena or Trails without signing this form and the CGR Liability Waiver (page 2 of this document) before use. Those under the age of 18 must have their parent or guardian also sign on their behalf prior to use of the Arena and Trails.
2. Allowed use of the Arena is restricted to horse and rider activities only. Motor vehicles are prohibited, except as allowed for arena maintenance.
3. Safety is your responsibility and must be your first priority. Before use, please check the Arena and Trails for hazards, debris, safe footing, and any other safety concerns. Please notify a Board member or the community manager if there are any safety concerns.
4. Homeowners must be present when their guests use the Arena or Trails. An exception shall be made when professional instructors, trainers or caregivers are providing services (lessons, exercising, walking, etc.) to CGR residents or family members.
5. Always be safe and know your skill level for riding. It is suggested that riders wear protective head gear, saddles and any other generally-accepted horse-riding attire. Minors must wear protective equestrian head gear while in the Arena or the Trails.
6. The Arena will be disced or harrowed at least quarterly; a schedule will be posted and emailed to the users of the Arena.
7. If the Arena is dry, please manually water (via the sprinkler valve controller located near the south gate) the entire arena appropriately for approximately 10 minutes prior to use.
8. Manure and trash should be removed from the arena and placed in the outside collection bin.
9. No sitting or climbing is allowed on the Arena gates. When leaving the Arena, please ensure that all gates are properly closed and secured.
10. Horses may access all Common Areas, however please refrain from the Common Areas if crowds, children, or others could be at risk. Horses are not permitted in the CGR playgrounds or patio area, unless permission is granted by the Board.
11. Arena Hours: 6:00 AM to 10:00 PM. Lights will automatically shut off at 10:00 PM.

By signing this form, I understand and accept the rules above for both myself, my family and my guests. As a community member and/or guest of a community member, I have an obligation to protect the Arena and Trails from unnecessary damage. Furthermore, I understand that as a user of the Arena and Trails, I should act appropriately and safely.

I understand that use of the Arena or Trails is conditioned on my signing and complying with these rules, and that violation of these rules may result in loss of my Arena and Trails privileges. Any damage to the Arena or Trails will be reviewed for determination of repairs and costs to the HOA or the rider.

Signature: _____

By (print your name): _____

Date

Lot #

On behalf of the following minors:

(Please also review and execute the CGR Liability Waiver on Page 2 of this document)

**CIRCLE G RANCHES IV HOMEOWNERS ASSOCIATION
LIABILITY WAIVER & RELEASE OF CLAIMS
READ CAREFULLY BEFORE SIGNING**

In consideration of the permission granted to the undersigned (and his/her family members and supervised guests) to enter upon and use the Arena and Trails located within Circle G Ranches IV, Tempe, Arizona 85284, the undersigned understands, acknowledges and agrees that:

- The HOA allows access to the Arena and Trails, pursuant to A.R.S. § 12-553, **at the Participant's OWN RISK**. The HOA does not want to be sued for any injury or loss arising from any Equine-Related Activity, and the HOA is not responsible and accepts no responsibility for any such injuries or losses, except as provided herein.
- There are inherent dangers in Equine-Related Activities (for example, without limitation, fractures, bruises, abrasions, sprains, strains, and concussions), and it is each Participant's responsibility to become educated on those inherent risks prior to using the Arena or Trails. The undersigned and/or any Participant voluntarily **ASSUMES THE RISK AND DANGER** of injury or death inherent in Equine-Related Activities.
- The undersigned (for himself/herself, minor children, family members, guests and legal representatives, collectively, "Participants") shall be solely responsible for any and all loss, property damage, bodily injury or death, arising from an Equine-Related Activity and sustained by or resulting to any Participant, the HOA, or any other person or animal; and shall **INDEMNIFY AND HOLD THE HOA HARMLESS** against any and all such claims or damage, including negligence by the HOA, and including any judgment, settlement and the cost of defense of any such claim, of any kind or nature whatsoever (and including any such claims by the undersigned's minor children when they become adults).
- The undersigned (individually and on behalf of minor children) hereby **RELEASES AND FOREVER DISCHARGES THE HOA** for any and all loss, property damage, bodily injury or death, arising from an Equine-Related Activity. This includes, without limitation, any claim that the HOA is negligent, but does not include the HOA's gross negligence, or willful, wanton or intentional acts or omissions by the HOA. This provision operates to the fullest extent possible under Arizona law, including but not limited to A.R.S. § 12-553.

"Arena" means, for example, the fencing, gates, access, irrigation, electrical, interior space, surrounding areas, and any components or equipment. **"Trails"** means, for example, the horse/rider/utility easements and trails, otherwise known as bridle paths, designated or used as such in the CGR neighborhood.

"HOA" means the Circle G Ranches IV Homeowners' Association, its Board members, residents and property owners, and anyone acting on its behalf. For each such category of persons, "HOA" includes their legal entities, trusts, affiliates, heirs, successors, assigns, legal representatives, employees, contractors or agents.

"Equine" or **"horse"** means any "horse, pony, mule, donkey or ass," as described in or covered by A.R.S. § 12-553.

"Equine-Related Activity" includes any activity related to use of a horse in the Arena, on a Trail, or in the HOA common areas, for example and without limitation, riding, walking, training, instructing, or caring for a horse, or maintaining the Arena or Trails for horse-related uses.

Furthermore, I understand that as a user of the Arena and Trails, I should act appropriately and safely. I understand that use of the Arena or Trails is conditioned on my signing and complying with this agreement and that violation of the Circle G Ranches IV Arena and Trails Rules and Regulations may result in loss of my Arena and Trails privileges. I hereby warrant that I am the parent or legal guardian of the minor child _____, and am acting on their behalf and in their best interests. I have read this document prior to its execution. I am fully familiar with the contents and I understand it includes a promise not to sue and a release and indemnity for all claims, injury/death and damage.

DATE: _____

ADULT RIDER: _____ CHILD: _____

ADDRESS: _____ LOT #: _____

PARTICIPANT/PARENT/GUARDIAN SIGNATURE [legibly print and sign all names]