

Date: Summer 2020

To: Maricopa County Horse Owners

From: Brian Dygert, General Manager, WestWorld

Re: EMERGENCY EVACUATION INFORMATION – EQUINES

In the event you are part of an emergency evacuation order, please take time to read and follow the information below.

Where: WestWorld, 16601 N. Pima Road, Scottsdale 85262

480-312-6807

WestWorld is a pay for use facility which hosts multiple horse events. Because of this, total capacity may be limited.

For the sake of horses already on property, or for your neighbor's horses, it is very important to have your horse's current vaccination records according to your Veterinarian. In addition to your vaccination records, a current Coggins test, within the last 12 months, is required to be allowed on property. Be prepared to have documentation in your trailer.

- Every stall must have at least two (2) bags of shavings (\$11.50 each) provided by WestWorld Feed & Bedding. Additional shavings may be purchased.
 Import of shavings to WestWorld is prohibited.
- Stall cost: \$36.00 first night and \$18.00/night thereafter.
- WestWorld Feed & Bedding also has several types of grain, Alfalfa and Bermuda hay. You can import your feed to WestWorld.
- If you are not able to attend to your horse(s), WestWorld has Staff that can assist with watering and feeding.
- Please plan to leave all contact information with WestWorld Staff before you leave property. *We must be able to contact you.*
- You must sign the attached liability release and waiver. If you do not bring it with you, we will provide copies for your signature upon your arrival to WestWorld.

Any questions, visit the WestWorld website: <u>westworldaz.com</u> or the City of Scottsdale Emergency Evacuation page: <u>scottsdaleaz.gov/emergency/evacuation</u>.

CITY OF SCOTTSDALE WESTWORLD LIABILITY RELEASE AND WAIVER AGREEMENT

I hereby acknowledge that the WestWorld Recreational Facility is a multi-use facility that hosts events which may include, among other things, motor vehicles, horses, dogs, or other events that are accompanied by an inherent risk of injury. I also acknowledge that multiple events may be occurring at WestWorld simultaneously and both indoor and outdoor recreational facilities may be susceptible to risks or dangers resulting from weather, usage, or other conditions beyond the control of the City of Scottsdale.

IN CONSIDERATION thereof and in consideration of my and my horse's admittance into the WestWorld Recreational Facility, and to the fullest extent permitted by law, acting on behalf of myself, my heirs, successors, and assigns, I do hereby waive any and all claims against and release and forever discharge the City of Scottsdale and the United States Bureau of Reclamation, and any of its elected or appointed officials, officers, commissioners, employees, agents, and representatives from any and all demands, claims, proceedings, suits, damages, losses, causes of action and expenses related to, arising out of, or resulting from, my visit, use or occupancy of WestWorld and its various recreational facilities and services and my horse's presence at WestWorld. This release of liability extends to any and all circumstances, whether or not caused in part by the City of Scottsdale or the United States Bureau of Reclamation, their elected or appointed officials, officers, commissioners, employees, agents, and representatives.

I further agree that to the fullest extent permitted by law, I will indemnify, defend, and hold harmless the City of Scottsdale and the United States Bureau of Reclamation, and any of its elected or appointed officials, officers, commissioners, employees, agents, and representatives. I will indemnify, defend, and hold them harmless from and against any and all allegations, demands, claims, proceedings, suits, causes of action, damages, wrongful death claims, losses, expenses, including claims adjusting and handling expenses, attorney's fees, court costs, appellate proceedings, judgments and obligations, which may be imposed upon or incurred by or asserted against the City or the Bureau by reason of my and my horse's admittance to WestWorld, and that arise from or out of any negligent or intentional actions, errors, mistakes, or omissions caused in whole or in part by me or anyone for whom I am directly or indirectly responsible.

The City of Scottsdale and the United States Bureau of Reclamation, their elected or appointed officials, officers, commissioners, employees, agents, and representatives are not responsible in any manner for any damages to, or have any responsibility for the care, custody, and control of my animal(s), or personal property, including but not limited to, my motor vehicles or equipment.

By signing below, I acknowledge I have read and fully understand the Rules and Regulations of WestWorld and the provisions of this Liability Release Agreement, and fully accept the terms and conditions thereof:

| Signature: | |
|---------------|--|
| | |
| Name (print): | |
| | |
| Date: | |