



Participants Name/Family: _____

Mailing Address: _____

Telephone No: _____

Email Address: _____

RELEASE OF LIABILITY AND WAIVER AGREEMENT

WARNING: Under Colorado Law, an equine professional 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 section 13-21-119, Colorado Revised Statutes. EACH PARTICIPANT MUST READ AND SIGN THIS RELEASE OF LIABILITY AND WAIVER (“RELEASE”). Take as much time as you need to fully consider this important decision.

In consideration of my or my minor child or legal ward being permitted to participate in horseback riding, horse boarding, and other equine related activities, including the use of the services, animals, property, facilities, and equipment of Longacre Equine, LLC; whether on or off the real property leased by Longacre Equine, LLC (collectively referred to herein as “EQUINE ACTIVITIES”) under the terms set forth in this RELEASE, I, for myself and on behalf of my minor child and/or legal ward, heirs, administrators, personal representatives, or assigns, do ASSUME THE RISK OF THE EQUINE ACTIVITIES, SOME OF WHICH ARE DESCRIBED HEREIN, and agree to HOLD HARMLESS, RELEASE, AND DISCHARGE Longacre Equine, LLC; their owners, agents, employees, staff, officers, directors, representatives, assigns, members; the owners of premises and trails over whose land I or my minor child or legal ward may ride, their families, employees, and tenants; affiliated organizations and insurers; and all others acting on their behalf (collectively referred to herein as “LE”) of, from and against any and all claims, demands, causes of action, liabilities, suits, expenses, and attorney’s fees, whether the same be known or unknown, anticipated or unanticipated, foreseen, or unforeseen, which are related to, arise out of, or are in any way connected with the participation in EQUINE ACTIVITIES, arising directly or indirectly out of any damage, loss, injury, paralysis or death to me, my minor child or legal ward, or my property or the property of my minor child or legal ward, whether such damage, loss, injury, paralysis, or death to me or my minor child or legal ward or my property or the property of my minor child or legal ward results from the NEGLIGENCE OF LE. I further agree that I shall not and will not bring any claims, demands, legal actions or causes of action against LE for any loss due to injury, paralysis or death, or property damage, sustained by me and/or my minor child or legal ward in relation to the participation in EQUINE ACTIVITIES. I will indemnify and hold harmless LE against any and all liabilities, losses, damages, costs, and expenses of any kind, including attorney’s fees, which may be incurred by anyone else whether personally or to their property as a result of my actions or omissions or those of my minor child or legal ward.

By signing below, I acknowledge that I am aware that horseback riding and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse(s) or I (or my minor child or legal ward) may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I (or my minor child or legal ward) am going to be engaged. I also understand that horses, even the most well trained, are often unpredictable and are often difficult to control.

With this RELEASE I accept notice of 13-21-119 of the Colorado Revised Statutes, as amended, which states in part: "(f) "Inherent risks of equine activities" means those dangers or conditions which are an integral part of equine activities, including, but not limited to: (I) The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them (*including but not limited to horse kicks and bites*); (II) The unpredictability of the animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (III) Certain hazards such as surface and subsurface conditions (*including but not limited to ponds, ditches, streams, creeks, water bridges, traveled roads, stumps, trees, forest growth, debris, rocks, cliffs, and other obstacles which may or may not be obvious, temperature and weather extremes and inclement weather, encounters with wildlife animals and insects, hidden obstacles and dangerous conditions*); (IV) Collisions with other animals or objects; and (V) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability." This RELEASE shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, IN WRITING, with receipt acknowledged by LE.

Furthermore, with this RELEASE, I expressly assume the risk of injury or death due to negligence by LE for my own safety or for the safety of my minor child or legal ward.

I understand that LE is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way.

I understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. LE advises pregnant women not to ride horses.

PROTECTIVE HEADGEAR WARNING. I agree that I, for myself and on behalf of my child and/or legal ward, have been fully warned and advised by LE that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163, Equestrian Helmet, should be purchased and worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall or other occurrences.

I have inspected the LE property and facilities and am satisfied that all conditions are safe for my and/or my minor child or legal wards intended purpose and usage. My (or my minor child's or legal ward's) participation in EQUINE ACTIVITIES is purely voluntary. No one is forcing me (or my minor child or legal ward) to participate and I (or my minor child or legal ward) elect to participate in spite of the

inherent risks. I (or my minor child or legal ward) am in good physical condition. I (or my minor child or legal ward) have the degree of skill and knowledge to engage in EQUINE ACTIVITIES safely.

I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____.

BY SIGNING THIS RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST LE AND OTHER PARTICIPANTS FOR ANY INJURIES I (OR MY MINOR CHILD OR LEGAL WARD) MIGHT SUSTAIN WHILE PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS LE FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY. THIS RELEASE IS MADE AND ENTERED INTO IN THE STATE OF COLORADO. I EXPRESSLY AGREE THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF COLORADO IS NOT LIMITED TO INHERENT RISKS DEFINED BY THE C.R.S SECTION 13-21-119. IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature: _____ Date: _____

IF APPLICANT IS UNDER 18, PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

I am the legal guardian of the above minor participant and have read the above **RELEASE**. I hereby consent to the terms of participation and **RELEASE** on behalf of the named minor participant, and give my consent to the participation of above minor in EQUINE ACTIVITIES of LE on the terms stated.

Signature of parent or legal guardian: _____ Date: _____