

RELEASE OF LIABILITY, IDEMNIFICATION, AND HOLD HARMLESS AGREEMENT FOR PARTICIPANT IN EQUINE ACTIVITIES

This Agreement is made by and between Lazy Sum B Bar Ranch & Peak to Peak Horsemanship LLC, doing business as Lazy Sum B Ranch (LSBR), located at 520 South County Road 31, Berthoud, Co 80513, and _____, who resides at _____.

THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS. PLEASE READ IT CAREFULLY AND ACKNOWLEDGE EACH SECTION WITH YOUR INITIALS AND SIGN AT THE BOTTOM. LEGAL GUARDIANS MUST SIGN AND INITIAL FOR MINORS UNDER THE AGE OF 18.

Acknowledgement and Assumption of Risk. I the undersigned, acknowledge and accept the risks and dangers inherent in equine activities ("Equine Related Risks") including, without limitation: the propensity of a horse to behave in ways that may result in injury or harm to, or the death of persons on or near the horse or result an injury or death to other animals, including my own horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse Recipient to not maintain control over his/her horse or horses.

INITIAL _____

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.

INITIAL _____

Agreement of Waiver, Release, Indemnification, and Hold Harmless. I hereby release, hold harmless and indemnify **Lazy Sum B Bar Ranch & Peak to Peak Horsemanship LLC**, its agents and representatives, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and agree not to sue them on account of or in conjunction with any claims causes or action, injuries, damages, or expenses arising out of the use of or presence upon this property and facility and/or my involvement with horses, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

I execute this waiver, release, indemnification, and hold harmless agreement freely and voluntarily and for and on behalf of myself and for anyone claiming under or through me, and for my heirs, administrators, successors, representatives, and assigns. If any provision of this agreement is found to be invalid or illegal by a court or competent jurisdiction, I agree the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

Acknowledgement of helmet, attire, and safety gear policy. I acknowledge that it is the recommendation of LSBR that I wear riding helmet which meets ASTM/SEI standards, wear attire and footwear appropriate for equine activities, and utilize other safety gear appropriate to my level of training and experience when riding, handling, or in the presence of any equine on premises. I acknowledge that I am not relying on release parties to provide or inspect any helmet, attire,

footwear, or safety gear that I may wear or use, or to monitor my compliance with this recommendation at any time. I specifically represent, covenant, and warrant that whether I choose to, or choose not to wear a riding helmet, wear attire and footwear appropriate for equine activities, and or utilize other safety gear, it is my decision alone and I assume full and complete responsibility for any and all injury, loss of property, and or death that may result and expressly waive and release released parties from any claim for such loss, injury, and or death.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND I UNDERSTAND THAT IT I WILL BRING NO CLAIMS AGAINST LAZY SUM B RANCH & PEAK TO PEAK HORSEMANHIP LLC, AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

INITIAL _____

AGREED AND ACCEPTED

Executed this _____ day of _____, 20____.

Signature: _____

Parent/Guardian: (if under 18) _____

Name: _____