

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

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, _____, hereby acknowledge and accept the risks and dangers inherent in equine and recreational activities, including, without limitation, the use, handling, and riding of a horse. These risks include but are not limited to: the propensity of a horse to behave in ways that may cause injury, harm, or death to persons or animals (such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals); the unpredictability of a horse's reactions to medications, sounds, movements, unfamiliar objects, persons, or animals; surface and subsurface ground conditions; and the potential lack of control of other riders. These risks are further elevated by rugged or uneven terrain, natural or man-made conditions or obstacles, tack and equipment use, and interactions with other riders and animals, and participation in obstacle courses. I further acknowledge the risks associated with prairie dog holes or other ground irregularities that may result in injury to persons or horses.

I further acknowledge that horses, regardless of training and temperament, may act unpredictably based on instinct or fright, and that there may be other inherent and unknown risks associated with participation in equine and recreational activities. I knowingly and voluntarily assume all such risks on behalf of myself and my minor children.

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 _____

RELEASE AND WAIVER OF LIABILITY On behalf of myself and my minor children, I hereby release, hold harmless, and indemnify Lazy Sum B Bar Ranch, Peak to Peak Horsemanship LLC, Board Sum B LLC, Emily Menegatti, Megan McEachron, Triple M Ranch & Performance Horses LLC, and their respective members, partners, shareholders, agents, representatives, owners, landowners, employees, heirs, estates, successors, and assigns (collectively referred to as the "Released Parties") from any and all present and future claims, causes of action, damages, costs, or expenses (including attorney's fees) arising from or related to personal injury, death, or property damage sustained while participating in any equine or recreational activities, including the use, handling, or riding of a horse. This includes any acts of negligence, including negligent rescue, by the Released Parties.

INITIAL _____

INDEMNIFICATION I agree to indemnify and hold harmless the Released Parties from any and all costs, claims, demands, lawsuits, damages, penalties, or liability arising from my or my minor children's participation in activities associated with the Released Parties. I accept responsibility for ensuring all guests I invite to participate in these activities are informed of and agree to the terms of this release. If I fail to do so, I assume full liability and agree to indemnify the Released Parties for any resulting claims.

INITIAL _____

ADDENDUM: MINORS AND EQUINE ACTIVITY RISK

I acknowledge and agree that I **assume all risk and full responsibility for any individual under the age of 18** whom I allow to be present at, participate in, observe, or be in proximity to any equine activities conducted at Lazy Sum B Bar Ranch, LLC, or any affiliated entities or individuals named in this agreement. This includes, but is not limited to, injury, death, emotional distress, or property damage resulting from direct or indirect interaction with horses, equipment, other participants, or the environment.

I understand that equine activities are inherently dangerous, and that the presence of minors increases the potential for accidents. I further agree to indemnify and hold harmless all Releasees from any claim arising from such risks or incidents involving minors under my supervision or brought to the premises by me.

INITIAL _____

ACKNOWLEDGEMENT OF HELMET, ATTIRE, AND SAFETY GEAR POLICY I acknowledge that Lazy Sum B Bar Ranch recommends wearing an ASTM/SEI-certified riding helmet, appropriate attire, and safety gear. I understand it is my sole responsibility to choose whether or not to follow this recommendation. **Anyone under the age of 18 is required to wear a riding helmet.** I assume all risks and waive all claims related to my decision and release the Released Parties from any resulting injuries, loss, or death.

INITIAL _____

ATTORNEY'S FEES I agree to pay all attorney's fees and costs incurred by the Released Parties in any lawsuit brought by me or my minor children that is resolved in their favor.

INITIAL _____

BINDING EFFECT This Agreement shall be binding upon me, my family members, estate, heirs, successors, legal representatives, and assigns. If I am under 18 years of age, my parent or legal guardian has entered into this Agreement on my behalf.

INITIAL _____

SEVERABILITY If any portion of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

INITIAL _____

WAIVER OF JURY TRIAL I waive the right to a jury trial in any legal proceeding related to participation in activities associated with the Released Parties.

INITIAL _____

VENUE AND CHOICE OF LAW This Agreement shall be governed by the laws of the State of Colorado. Any legal action shall be brought exclusively in the District Court for Larimer County, Colorado.

INITIAL _____

ENTIRETY This Agreement constitutes the full and complete understanding between the parties. I have read and fully understand the terms, and I enter into this Agreement freely and voluntarily.

SIGNATURE TO FOLLOW ON SEPARATE PAGE

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS.

Participant Name: _____

Participant Signature: _____ Date: _____

Parent/Guardian Name (if under 18): _____ Parent/Guardian Signature:

Date: _____