

# RELEASE OF LIABILITY AND INDEMNITY AGREEMENT ADULT (18 AND OLDER)

THE RIDER, BY SIGNING HIS/HER NAME AT THE BOTTOM OF THIS RELEASE, AGREES THAT FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO HUNT, RIDE A HORSE OR HORSE-DRAWN VEHICLE OF SOMBRERO RANCHES, INC., SOMBRERO STABLES, LLC., COLORADO HORSES INC, AND OR HI COUNTRY STABLES., INC., (EACH HEREINAFTER CALLED "RELEASED PARTY") HEREBY AGREES TO PAY FOR SUCH RIDE, AND FURTHER AGREES AS FOLLOWS:

(1) THAT RELEASED PARTY, ITS AGENTS, SERVANTS, OR EMPLOYEES, HAVE EXPLAINED TO ME THAT RELEASED PARTY'S DUTY TO THE PUBLIC REQUIRES THEM TO DESCRIBE THE NATURE OF THIS SERVICE PERFORMED HERE IN PROVIDING A HUNT, HORSE OR HORSE-DRAWN VEHICLE FOR MY USE, THAT I CLEARLY UNDERSTAND THE FAIRNESS AND MEANING OF THIS RELEASE AGREEMENT, AND I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THIS MATTER;

(2) THAT I KNOW AND UNDERSTAND THAT THIS HORSE RIDING OR HORSE-DRAWN VEHICLE ACTIVITY INVOLVES SPECIFIC RISKS OF PROPERTY DAMAGE OR PERSONAL INJURY TO ME OR TO MY MINOR CHILDREN ARISING FROM ACTIVITIES RELATED TO HUNTING, APPROACHING, HANDLING, MOUNTING, RIDING AND DISMOUNTING THE HORSE OR HORSE-DRAWN VEHICLES AND FROM OBSERVING OR PARTICIPATING IN THIS ACTIVITY, INCLUDING THE RISK THAT RELEASED PARTY OR ITS SERVANTS, AGENTS OR EMPLOYEES MAY ACT NEGLIGENTLY IN SELECTING, PREPARING OR MAINTAINING THE HORSE(S), VEHICLE(S), EQUIPMENT OR PREMISES, IN ASSISTING ME OR MY MINOR CHILDREN TO MOUNT OR DISMOUNT FROM THE HORSE OR HORSE-DRAWN VEHICLE, OR IN OTHERWISE SUPERVISING THE ACTIVITY: BUT THAT I NEVERTHELESS INTENTIONALLY AGREE TO ASSUME THESE RISKS:

(3) I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY RELEASED PARTY THAT WE SHOULD WEAR A PROPERLY FITTED HELMET IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE THAT WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY TO WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.

(4) I HEREBY DECLARE THAT I AM PHYSICALLY FIT. I DO NOT, AND HAVE NOT, SUFFERED FROM ANY OF THE FOLLOWING CONDITIONS, WHICH I UNDERSTAND MAY LEAD TO A DANGEROUS SITUATION WITH REGARD TO OTHER PERSONS OR MYSELF DURING RIDING OR HUNTING ACTIVITIES: PREGNANCY, EPILEPSY, FITS, SEVERE HEAD INJURY, RECURRENT BLACKOUTS OR GIDDINESS, DISEASE OF THE BRAIN OR NERVOUS SYSTEM, HIGH BLOOD PRESSURE, LUNG OR HEART DISEASE, RECURRENT WEAKNESS OR DISLOCATION OF ANY LIMB, DIABETES, MENTAL ILLNESS, DRUG OR ALCOHOL ADDICTION, RECENT BACK INJURY, ARTHRITIS AND SEVERE JOINT SPRAINS, CHRONIC BRONCHITIS, ASTHMA, RHEUMATIC FEVER, THYROID ADRENAL OR OTHER GLANDULAR DISORDER, RECENT BLOOD DONATION OR ANY OTHER CONDITION THAT REQUIRES THE REGULAR USE OF DRUGS. I HEREBY DECLARE THAT I HAVE NO PHYSICAL OR MENTAL CONDITION THAT SHOULD PRECLUDE ME FROM PARTICIPATING IN MY CHOSEN ACTIVITY, THAT I AM NOT PARTICIPATING AGAINST MEDICAL ADVICE OR TREATMENT AND THAT I HAVE NOT BEEN DIAGNOSED BY A REGISTERED DOCTOR AS HAVING A TERMINAL ILLNESS. I FURTHER DECLARE THAT IN THE EVENT THAT I FEEL ILL OR UNWELL, HAVE ANY PHYSICAL

COMPLAINTS WHATSOEVER OR IF AN INJURY IS SUSTAINED OF ANY KIND DURING THE COURSE OF RIDING ACTIVITIES, I WILL NOTIFY THE GUIDE/EMPLOYEE OF THE INSURED IMMEDIATELY AND BEFORE MOVING AWAY FROM THE IMMEDIATE VICINITY.

(5) THAT I HEREBY RELEASE AND FOREVER DISCHARGE, RELEASED PARTY ITS AGENTS, SERVANTS OR EMPLOYEES FROM ALL PRESENT AND FUTURE CLAIMS ARISING FROM PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THE USE OF THE PROPERTY, EQUIPMENT, HORSE OR HORSE-DRAWN VEHICLE OF , RELEASED PARTY WHETHER OR NOT LOSS, DAMAGE OR INJURY RESULTED FROM THE NEGLIGENCE OF RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES AND RELEASED PARTY'S FAILURE TO USE DUE CARE, EITHER IN ITS TRAINING METHODS OR IN ITS FURNISHING SAFE EQUIPMENT, AND I SHALL ASSUME ALL RISKS RELATED TO HUNTING, HORSEBACK RIDING OR RIDING HORSE-DRAWN VEHICLES;

(6) THAT I WAIVE MY RIGHT TO FILE AND PROMISE NOT TO FILE ANY LEGAL PROCEEDINGS AGAINST RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES, FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THIS ACTIVITY, INCLUDING DAMAGE ARISING OUT OF NEGLIGENCE BY RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES; AND I SHALL PAY ALL COSTS AND ATTORNEYS' FEES FROM ANY LEGAL PROCEEDINGS WHICH I MAY BRING CONTRARY TO THIS AGREEMENT AND WHICH IS RESOLVED IN FAVOR OF RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES;

(7) THAT I SIGN THIS RELEASE AGREEMENT FOR AND IN CONSIDERATION OF THE AGREED PRICE, AND I HEREBY REQUEST RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES, TO CHOOSE FOR ME OR FOR MY MINOR CHILDREN A HORSE OR HORSE-DRAWN VEHICLE, FOR THE PURPOSE OF RIDING SAME, KNOWING THAT SRI, ITS AGENTS, SERVANTS OR EMPLOYEES ARE RELYING UPON THIS RELEASE AGREEMENT AND THE INFORMATION THAT I HAVE GIVEN TO THEM CONCERNING MY EXPERIENCE AND THAT OF MY MINOR CHILDREN WITH HUNTING, HORSES AND HORSE-DRAWN VEHICLES, INCLUDING THE POTENTIAL HAZARDS INVOLVED;

(8) THAT I HAVE READ THE FOREGOING RELEASE, AND BEING OF SOUND MIND AND AN ADULT, SIGN IT FREELY WITH FULL KNOWLEDGE OF ITS MEANING AND CONTENT.

## WARNING

UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AND 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.

PRINTED NAME OF RIDER DATE

SIGNATURE OF RIDER DATE

Check level of riding ability GOOD \_\_\_ FAIR \_\_\_ POOR \_\_\_

I was offered protective headgear (initial) \_\_\_ I refused (initial) \_\_\_

Declaration of fitness to ride (initial) \_\_\_