



RELEASE OF WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I _____ (hereinafter the undersigned) reside at _____

On behalf of myself, my personal representatives, heirs, next of kin, spouse and assigns, I hereby “

- 1.) Acknowledge that any equine (horse, mule, donkey) may without warning or any apparent cause buck, stumble, fall, rear, bite, Kick, run and/or may make unpredictable movements which may cause the rider to fall or be jolted, resulting in an injury or death.
- 2.) acknowledge that riding is a dangerous activity and involves risks that may cause SERIOUS INJURY OR IN SOME CASES, DEATH, due to the unpredictable nature of equine, regardless of their training and past performance.
- 3.) RELEASE, DISCHARGE, AND PROMISE NOT TO SUE the ranch, its owners, managers, instructors, employees and agents (hereinafter, the Releases) for any loss, damage or injury (including death), to my person or property.
- 4.) Agree to abide by and follow instructions given or rules established by the ranch, instructors and employees.
- 5.) The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Colorado and is intended to be broad and inclusive as is permitted by Colorado Law, and that in the event any portion of this agreement is determined to be valid, illegal, or unenforceable, and the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in anyway and shall continue in full legal force and effect.
- 6.) Acknowledge that this document is a contract and agree if a lawsuit is filed against the ranch, instructors, agents and employees for any injury or damage in breach of this contract, the undersigned will pay all attorney's fees and costs incurred by the ranch in defending such an action.

RELEASE OF LIABILITY: By signing this contract, the signer agrees to assume all risks and responsibilities for he/herself, guests, and property including the equine(s) while at 4 BAR EQUINE TRAINING LLC, or any location that Kelli Day, instructors, employees, or agents may be training or instructing, or any activity sponsored by 4 BAR EQUINE TRAINING LLC. Signer will be responsible for any damages incurred. I understand the potential dangers that I could incur in mounting and riding on any equine and or being near any equine. Understanding those risks, I do hereby advise and represent and warrant to 4 BAR EQUINE TRAINING LLC. That I do hereby release 4 BAR EQUINE TRAINING LLC, its agents, servants, employees, heirs, successors and assigns from any liability in the event of any injury or damage of any nature (or perhaps even death) to me or anyone else caused by my being near or by my electing to mount and ride an equine owned by me or any other person, which equine is at or on the premises of 4 BAR EQUINE TRAINING LLC. I am assuming all risks of riding and being on or near equines at 4 BAR EQUINE TRAINING LLC and am accepting the sole responsibility for my safety including, but not limited to, choosing whether or not to wear a helmet when riding. I have executed this release willingly and after having read or been advised of the warning posted by 4 BAR EQUINE TRAINING LLC which states the following:

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 INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

Grant of permission: I/we the undersigned, (student/rider below named or, if minor, parents/guardians) hereby grant permission and authority to 4 BAR EQUINE TRAINING LLC, its officers and authorized employees to act for us in executing verbal instructions of if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the participant named below in the event of any perceived medical emergency. I hereby covenant and agree to release 4 BAR EQUINE TRAINING LLC, its officers, agents, employees and owners of any property concerned and hold them harmless from liability for any injury or damage which the rider may sustain while at 4 BAR EQUINE TRAINING LLC or participating in any activity sponsored by 4 BAR EQUINE TRAINING LLC, and from any liability connected with obtaining prompt medical attention for the rider named below.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

SIGNATURE: _____ DATE: _____

PARENT/GUARDIAN WAIVER FOR MINORS:

I _____ acting as parent, natural guardian or guardian of _____

(herein the minor) hereby affirms that he/she has read the agreement and understands and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and save and hold harmless the releases from any loss, liability, damage or cost that they may incur due a defect or lack of capacity to act on behalf of minor executing this agreement.

PARENT/GUARDIAN SIGNATURE: _____

The best thing for the inside of a person is the outside of a horse