

Liability Release and Hold Harmless Agreement

Warning

Colorado Equine Activity Liability Act

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.

In consideration of the agreement of John E. and Gwen Stroud (Facility Owners) to allow the undersigned any of the following opportunities: horse boarding, instruction, training, access to or use of property, access to or use of horses, boarding facilities, or other facilities, or participation in or being around horse activities, **I hereby agree to all of the following:**

Inherent Risks/ Assumption of Risk: I/we acknowledge the inherent risk involved in participating in equine activities and I/we agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death or loss to the participant or to other persons, including but not limited to , failing to maintain control over an equine and/or failing to act within the ability of the participant. I/we acknowledge that these are just some of the risks and I/we agree to assume others not mentioned above.

I, for myself individually, as a participant, or as a parent, legal guardian, or responsible person for any minor or ward, **waive and release forever all claims, demands, causes of action and legal liability of any kind, now existing or which may hereafter accrue** against John E. and Gwen Stroud (Facility Owners) or anyone acting on their behalf, their agents, employees, successors, or owners of any horses and the insurers of all such persons or entities (collectively referred to as "Releasees"). This includes, but is not limited to, release and waiver of any claim for or based on negligence or carelessness of any person, and any claim for any type of injury, death or damage, to myself or to any person, animal or object for which I am responsible, including any economic or non-economic losses, personal injury, property damage, or wrongful death.

I agree to indemnify and hold harmless any person or entity included as a Releasee above for the costs of defense, attorneys fees incurred and any judgment or settlement, resulting from any and all claims, including claims of negligence, brought by any person or entity for any injury, damage or death to myself or to any person, animal or object for which I hold responsibility.

I agree that this Liability Release and Hold Harmless Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Colorado, and shall be given full faith and credit in all other jurisdictions.

I have read and understood this entire document and agree to be legally bound by its terms and conditions. This agreement shall be legally binding upon me, my heirs, my estate, legal guardians and representatives, and on any people for whom I hold responsibility.

Participant Printed Name: _____

**Participant Signature (Signature of Lawful Guardian if
Participant is a minor)**

Date

updated 4-08