

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

ARMSTRONG Brothers Partnership. d/b/a ACADEMY RIDING STABLES

4 El Paso Blvd.
Colorado Springs, Colorado 80904
(719) 633-5667

(Hereinafter "THE STABLES")

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE:** I, the following listed individual, and the parents or legal guardians thereof, if a minor, do hereby voluntarily agree to participate in horse rental services and/or equestrian services and/or guide and outfitter services provided by THE STABLE.

Participant Name (Please Print Full Name)	Age (If under 18)	Weight (Over 200 lbs)	Horse Riding Experience
1. _____	2. <input type="checkbox"/> Over 18; or 3. Age _____, and Date of Birth / /	4. <input type="checkbox"/> Yes <input type="checkbox"/> No	5. <input type="checkbox"/> Beginner, seldom or never <input type="checkbox"/> Occasional <input type="checkbox"/> Experienced (Over 10 hours a year)
6. Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? <input type="checkbox"/> Yes <input type="checkbox"/> No			
7. If "Yes" is checked, how can we help this participant with his/her special needs? _____			
<p><u>Medical Insurance:</u> I/WE AGREE THAT: Should Medical treatment be required, I and/or my medical insurance shall pay for <u>all</u> such incurred expenses. My medical insurance company is _____ . My policy number is _____.</p> <input type="checkbox"/> I do not carry medical insurance.			

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me, the registered participant, and the parents or legal guardians thereof, if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times, now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property; be on THIS STABLE'S property; be near any horse; or receive instruction or guidance from it associates and/or when I ride and/or am near horses, on or off THIS STABLE'S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which, THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", and "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof, if a minor.

(Initial)

- C. **INHERENT RISKS/ASSUMPTION OF RISKS:** I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE, RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities regardless of all feasible safety measures which can be taken, and I 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 animal; 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 between, encounter with, and/or movement of unfamiliar objects, persons, or other animals; the potential of an equine activity participant to act in a negligent manor 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. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker, predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse), and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training, and act according to its natural survival instincts, which may include, but are not limited to: stopping short; spinning around; changing direction and/or speed at will; shifting its weight; bucking; rearing; kicking; biting; and/or running from danger. I also acknowledge that these are just some of the risks, and I also agree to assume all other risks not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

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- D. **WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING; UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING; AND INSPECTION OF PREMISES:** I/WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I/WE ACKNOWLEDGE THAT the meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, as in forests, and/or hills, and/or mountains, and/or prairie, and/or wetlands, which would likely be

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uninhabited by people and inhabited by wild animals of many types and species, to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage, and unpredictable in nature, and also wandering at their will. I/WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature, and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, and cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder; lightning, rain, wind, wild and domestic animals, insects, and reptiles, which may walk, run, and/or fly near, or bite, or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THE STABLES to list all possible conditions for me. The participant and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premises conditions are reasonably safe for this participants intended purposes, usage, and presence, upon THIS STABLE'S premises.

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E. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING: I/WE ACKNOWLEDGE THAT when approaching, mounting, and riding horses, I must not carry loose items that may fall, or blow away, or flap in the wind, or bounce, or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, and purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling, or screaming, or yelling, the sound of which may scare horses causing them to react in unsafe ways.

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F. SADDLE GIRTH LOOSENING WARNING: I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness, so that action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

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G. PROTECTIVE HEADGEAR/HELMET WARNING AND OFFERING: I/WE AGREE THAT: I, for myself, and on behalf of my child and/or legal ward, have been fully warned and advised by THIS STABLE that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD OF 1182 Equestrian Helmet, should be worn while riding, standing, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall or other occurrences. I/WE ACKNOWLEDGE THAT: Once provided, if I choose to wear the protective headgear/helmet offered that I/WE will be responsible for properly securing the headgear/helmet on the participants head at all times. I am not relying on THIS STABLE and/or its Associates to check my headgear/helmet or any headgear/helmet strap that I may wear or to monitor my compliance with this suggestion at any time now or in the future.

Rider Age	Protective Headgear / Helmet requirements
Younger than 8 years	For their Safety, children younger than eight years <u>MAY NOT</u> participate as a rider in horse rental or trail riding equestrian services.
8 Years through 17 years	Must wear the protective headgear/helmet
18 Years and older	Must choose to wear, or not to wear, the protective headgear/helmet by checking the acceptance or refusal box that follows

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I. PROTECTIVE HEADGEAR/HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 18 YEARS AND OLDER:

Check your choice:

PROTECTIVE HEADGEAR/HELMET ACCEPTANCE: I/WE request this participant to wear the protective headgear/helmet which THIS STABLE provides, and will be solely responsible for securing the headgear/helmet on this participant's head.

PROTECTIVE HEADGEAR HELMET REFUSAL: I/WE refuse for this participant to wear any type of protective headgear/helmet, or I/WE will provide MY/OUR own headgear/helmet. I/WE assume full responsibility for MY/OUR safety in this decision.

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J. LIABILITY RELEASE: I AGREE THAT in consideration of THIS STABLE allowing my participation in this activity under the terms set forth herein I, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, and/or assigns, do agree to release, hold harmless, or discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and any and all others acting on their behalf (herein collectively referred to as "Associates") for and from all claims, demands, causes of action and legal liability, whether the claims be known or unknown, anticipated or unanticipated, due to THIS STABLES and/or IT'S ASSOCIATE'S ORDINARY NEGLIGENCE or legal liability, and I do further agree that, except in the event of THIS STABLE'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, and/or death, and/or property damage, sustained by me, and/or my minor child or legal ward, in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near, horses owned by me, or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS Stable, but not limited to being on THIS STABLE'S premises.

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K. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: **Under Colorado Law, an equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities pursuant to Colorado Revised Statutes Section 13-19-120.** I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARING OR LANGUAGE.

Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED REPRESENT THAT I/WE HAVE READ, AND DO UNDERSTAND, THE FOREGOING AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP

RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

_____ Date: _____

(Signature of Participant) (Spouses must sign for themselves)

_____ Date: _____

(Signature of Parent or Guardian)

_____ Date: _____

(Signature of Parent or Guardian and/ or Spouse # 2)

Address in full:

City _____, State _____ Zip _____

Telephone: (____) _____ - _____ (____) _____ - _____
(Residence) (Business)

_____ (Person to contact in case of emergency) _____ (Relationship) _____ (Phone Number)

How did you hear about us?

Brochures Internet Visitors Guide Phone Book Friends

Hotel (*Please specify*) _____ Other (*Please specify*) _____