

## **EQUINE ACTIVITY RELEASE AND WAIVER AGREEMENT**

IN CONSIDERATION of being permitted to participate in Equine Activities, including, but not limited to, riding, exercising, handling, grooming, tacking, and otherwise working with or being around equines, this Release and Waiver (the "Agreement") is entered into by the undersigned and/or as the parent and/or legal guardian of the participant listed below who is a Minor Child under the age of 18, and on behalf of Coyote Hill Lodge (Coyote Hill) and its heirs, personal representatives, successors, agents, and assignees (collectively the "Beneficiaries").

### **I HEREBY VOLUNTARILY AGREE, UNDERSTAND, AND ACKNOWLEDGE AS FOLLOWS :**

1. I have requested to engage in any or all Equine Activities and am doing so voluntarily.
2. **I understand that Equine Activities expose me to dangerous risks**, including unpredictable manmade or natural environmental conditions and that equines, despite training and past characteristics, are unpredictable and can cause personal injury, death, and property damage by many means. Inherent risk of an equine activity refers to a danger or condition that is an integral part of an equine activity including, but not limited to:
  - a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
  - b. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
  - c. Hazards, including, but not limited to, surface or subsurface conditions;
  - d. A collision with another equine, another animal, a person, or an object; and
  - e. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I understand these risks and dangers that are inherent in Equine Activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned in this Agreement. I am not relying on Coyote Hill Lodge to list all possible equine-related risks for me in this Agreement or at any other time, now or in the future.

3. I understand and acknowledge that I will be riding and controlling an equine by myself (i.e., not led on a lead rope) and may be riding in a riding ring, along a road, in a field, and/or in a forest on a trail ride, among other places. **I am not relying on Coyote Hill to provide supervision.**
4. I understand and acknowledge that no warranties or representations of any kind have been made by Coyote Hill Lodge regarding professional instruction or guidance as to riding or handling equines. **I am not relying on Coyote Hill to provide professional equine instruction.**
5. I understand that, for my own protection, I must wear properly fitted and secured ASTM standard/SEI-certified protective equestrian headgear when riding, handling, or when near equines. I am

not relying on Coyote Hill Lodge to provide an equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance. **I am not relying on Coyote Hill to provide equine equipment or gear of any kind.**

6. I give my permission to Coyote Hill, in its discretion, to call the police, fire/rescue, or emergency medical services and to transport me to any hospital, clinic, or medical center in the event of a medical emergency. I further authorize emergency medical treatment and accept financial responsibility for such emergency care and treatment.

7. I understand and acknowledge that I will follow all posted barn rules, attached and incorporated herein. **Failure to fully abide by the barn rules will result in the revocation of consent by Coyote Hill to participate in equine activities on the property.**

8. **WAIVER AND LIABILITY RELEASE.** With knowledge of the foregoing, I knowingly and willingly give my unqualified permission and consent, individually and/or on behalf of the Minor Child as his/her parent, guardian, custodian, and/or other legal representative, for participation in Equine Activities and **KNOWINGLY, VOLUNTARILY, AND WILLINGLY ASSUME ALL INHERENT RISKS OF EQUINE ACTIVITIES AND HARM RESULTING THEREFROM, INCLUDING INJURY OR DEATH.**

On behalf of myself and/or the Minor Child, my/our heirs, successors, assigns, administrators, executors, agents, employees, representatives, attorneys, and insurers, **I HEREBY FOREVER AGREE:**

**(1) TO WAIVE, RELEASE, INDEMNIFY, AND DISCHARGE THE BENEFICIARIES FROM ALL LIABILITY, CLAIMS, ACTIONS, CAUSES OF ACTION, HARM, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED BY MYSELF, THE MINOR CHILD, OR OTHER PERSON AS A DIRECT OR INDIRECT RESULT OF MY PARTICIPATION IN EQUINE ACTIVITIES;**

**(2) NOT TO SUE, BRING A CLAIM AGAINST, OR DEMAND COMPENSATION FROM THE BENEFICIARIES FOR ANY HARM, DAMAGE, OR LOSS ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN EQUINE ACTIVITIES; and,**

**(3) TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE BENEFICIARIES AGAINST ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN EQUINE ACTIVITIES.**

9. This Agreement is governed by the laws of the State of Colorado and is intended to be as broad and inclusive as is permitted by that law. If any provision is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

**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.**

10. I warrant and represent that I have read this Agreement, the contents and meaning of this Agreement are clearly understood by me, and I have informed the Minor Child, if any, of its terms. I have voluntarily entered into this Agreement without duress or pressure from any person, and understand and acknowledge that by signing this Agreement I am giving up certain rights, including the right to recover damages in the event of bodily injury, death, or property damage, and that this document is a promise not to sue. I further represent that I have the legal authority to sign this Agreement on behalf of the Minor Child.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE ABOVE RELEASE AND WAIVER AGREEMENT**, and further agrees that no oral representations, statements or inducements apart from the foregoing written Agreement have been made. This Agreement may only be revoked in writing. The revocation of this Agreement does not affect the availability of the immunity conferred.

\_\_\_\_\_  
Name of Participant: (printed) Age: \_\_\_\_\_

\_\_\_\_\_  
Signature of Adult Participant Date

The undersigned represents he or she, acting as parent or guardian, consents to the minor child taking part in Equine Activities and agrees individually and on behalf of participant to the terms of Agreement set forth above.

\_\_\_\_\_  
Signature of Parent/Legal Guardian of Minor Participant Date

**Emergency Contact Information**

**Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

## **BARN RULES**

1. No smoking or pets.
2. Stalls to be cleaned daily
3. Stalls to be left stripped and cleaned at end of stay.
4. All children under 12 must be under horse owner's supervision at all times.
5. Gates and stall doors must remain closed.
6. Report any unsafe condition immediately.
7. Respect others: clean up after yourself and your horse.
8. Never enter a stall without permission.
9. No using other boarder's equipment.
10. All riders must sign a release form before riding. It is a boarder's responsibility to ensure that all his/her guests have completely filled out and signed a release.
11. Do not feed horses ANYTHING unless you are the owner of the horse.
12. Absolutely no handling of horses, whether on the ground or riding, under the influence of any illegal substance or alcohol
13. Horses may be turned out in paddock only behind barn. Do not use if another horse is already in paddock.
14. Rider is responsible for checking fencing prior to riding on Coyote Hill property.
15. Please be aware that the land on Coyote Hill is rugged.
16. When tackling rugged country, make safety a priority. Think ahead, so you don't put yourself or your horse in a dangerous situation. Tell someone where you're riding and when you're expected back. Don't ride alone. Carry a cell phone on your body, not on your horse, in case you become separated from him.

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