



## RELEASE OF LIABILITY

Name of participant and family members: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### 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.**

### RELEASE AND INDEMNIFICATION

I am aware that any activities involving horses are hazardous and I am voluntarily participating in these activities with knowledge of the danger involved, and hereby agree to accept any and all risks of injury, including death, and damage to property arising from participation. I **hereby promise not to sue, and hereby release**, to the fullest extent permitted by law, **Stillwater Ranch** and its agents, officers, directors, members, representatives, property owner, volunteers or other participants under instruction by **Stillwater Ranch**, insurers, and employees (collectively the "Released Parties"), from, **and hereby waive**, all claims of whatsoever kind that may be asserted against the Released Parties for personal injury and property damage arising from or in connection with participation in equine activities, and from the condition of the real property and personal property used in connection with such equine activities. By way of example, and not in limitation, this Waiver and Release includes releasing and waiving claims based upon: any negligent acts or omissions of the Released Parties and any other person; contract; warranty; premises liability; products liability; subrogation; contribution; and loss of consortium or loss of society.

**I also hereby agree to indemnify, defend, and hold and save harmless the Released Parties** from any claims, damages, expenses and costs incurred of whatsoever nature (including by way of example, and not in limitation, attorney fees and expenses), which may be made against or incurred by the Released Parties, arising from or in connection with my participation, including without limitation, any claims made by me or any other person.

**It is intended that this Release and Indemnification shall release the Released Parties from, and waive, any and all claims, and indemnify the Released Parties, to the greatest extent allowed by law.** In the event for any reason a Court determines that any portion of this Release and Indemnification is not enforceable, that provision shall be modified so as to give it the greatest effect allowed by law, or if it cannot be so modified shall be severed and the balance of the Release and Indemnification shall be given the greatest force and effect available under law. Furthermore, in the event that notwithstanding this Release and Indemnification, it is determined that any Released Party has any liability for any claim, in no event shall the liability exceed the amount of \$500 in total aggregate for all claims arising from or in connection with my participation.

**I acknowledge that by signing this document I am waiving important legal rights.** I also acknowledge that the Released Parties would not allow me to participate in equine activities unless I have agreed to the waivers, releases, indemnifications and limitations contained in this Release and Indemnification. I acknowledge that the Released Parties are relying upon these provisions as a primary material consideration for allowing my participation in equine activities. I acknowledge and agree that the terms hereof are binding upon me, and my heirs, successors, representatives, insurers, and assigns.

If signing on behalf of another person, I represent and warrant to the Released Parties that I am the parent or legal guardian with the capacity to execute and make the foregoing waivers and indemnifications on behalf of such person; and I further acknowledge and agree that I am also personally bound by and make the releases and waivers as above set forth, and that I am jointly and severally liable for the indemnifications to the Released Parties.

***I understand that all information (written and verbal) regarding participants at this center is confidential and will not be shared with anyone without the express written consent of the participants and, in the case of a minor, their parent/guardian.***

***I HEREBY FULLY UNDERSTAND THE ABOVE AND HOLD STILLWATER RANCH HARMLESS.***

Signature of Release \_\_\_\_\_ Date \_\_\_\_\_

Signature of adult participant or parent/guardian/caregiver of minor participant