

WARNING: 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 SECTION 13-21-119, COLORADO REVISED STATUTES.

**RELEASE, WAIVER, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

I _____ who reside at _____, the

Undersigned user, in consideration of participation in horse and equine related activities at Longview Stables agree as follows:

Acknowledgment of Risk

I hereby agree and acknowledge that horse-related events are potentially hazardous activities, possibly resulting in serious bodily injury or death. I acknowledge that my engaging in equine activity either on my own or with an equine professional or equine activity sponsors subjects me to risks, both known and unknown. Those risks include, but are not limited to the inherent risks of equine activities as well as to other risks and dangers, including acts of God, the forces of nature, the negligent and reckless acts or omissions of others or of Longview Stables, its trainers, customers, grooms. I further acknowledge that the above list is not inclusive of all possible risks associated with horse-related events, and that the above list in no way limits the extent or reach of this Release, Waiver, Indemnification and Hold Harmless Agreement ("Agreement").

Release and Waiver

Acknowledging this, I voluntarily agree and state as follows: **I voluntarily participate in equine activities knowing the dangers involved, and I assume all known and unknown risks, and the above-defined Risks.** I RELEASE, DISCHARGE AND AGREE NOT TO SUE OR MAKE ANY CLAIM AGAINST, LONGVIEW STABLES, ITS TRAINERS, CUSTOMERS OR GROOMS FROM ANY AND ALL FORSEEN AND UNFORSEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGEMENTS, OR DAMAGES OF ANY KIND AND NATURE, INCLUDING ATTORNEY FEES AND COURT COSTS. THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF LONGVIEW STABLES OR ANOTHER PROTECTED PARTY. Negligence as used herein shall include, but not be limited to: knowledge that equipment or tack which caused the injury was faulty; failure to make reasonable and prudent efforts to determine my ability to engage safely in the equine activity, or my ability to safely manage the particular equine; or knowledge of a dangerous latent condition concerning the land or facilities, and for which warning signs have not been conspicuously posted. **The terms of this contract shall serve as a complete release and EXPRESS assumption of the Risks. I shall be solely responsible for my own safety and well-being, and for all expenses that arise directly or indirectly from LONGVIEW STABLES equine activities.** I consent to emergency medical treatment in the event of injury or illness. I shall comply with all LONGVIEW STABLES Rules and Regulations and laws and ordinances now in effect or adopted in the future. I shall be solely responsible for ensuring that all my children know and abide by the rules and regulations and the terms of this Release. I understand that if Longview Stables or an independent instructor, trainer or customer is in charge of a ride or an event, they can terminate it at any time if he/she thinks it is best, and I will abide by any requirements imposed upon me.

Indemnification and Hold Harmless

I agree to hold harmless, defend, indemnify and reimburse Longview Stables and the Protected Parties from all claims, damages, third party claims and losses including its own losses, expenses, damages, attorney fees and court costs that arise from my participation in horse-related events and activities. All statements above shall bind me, my heirs, personal representatives, Executors, Administrators, successors and assigns, and are not merely recitals. I acknowledge that Longview Stables has relied upon these terms, and that without this Release, fees would be higher, or Longview Stables would be unable to offer equine related activities. **I have read and full understand the legal consequences of this release.** The information provided by me below is made a part of this Agreement. Please fill in ALL information requested below. DO NOT leave anything out.

NOTE: READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS.

Please print clearly

NAME: _____ DATE OF BIRTH: _____ AGE: _____

Participant

ADDRESS: _____ PH.#: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HORSE'S NAME: _____ INSTRUCTOR'S NAME: _____

PARTICIPANT'S LEVEL OF EXPERIENCE WITH HORSES (Circle one): NOVICE BEGINNER INTERMEDIATE EXPERT

IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

I am the legal guardian of the above minor and have read the above AGREEMENT. I give my unqualified permission and consent to: the RELEASE, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT on behalf of the named minor; and his/her participation in all Longview Stables equine activities. My child is in good health and has the necessary ability to participate in equine activities. **I ACKNOWLEDGE I HAVE RECEIVED AND READ THE EQUESTRIAN CENTER FACILITY RULES.**

DATE: _____

Signature of Participant or,

If minor, Signature of Parent or Legal Guardian

Print name _____

Please leave your email if you would like promotions _____