

Wet Mountain Valley Saddle Club

Waiver and Release of Liability, Assumption of Risk and Indemnification Agreement

READ BEFORE SIGNING. THIS CONTRACT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

All adult participants must sign this Agreement. For participants under 18 years of age (hereinafter sometimes referred to as “minor” or “child”), one of the participant’s parents or legal guardians (hereinafter collectively referred to as “parent” or “parents/legal guardians”) must sign this Agreement. Minor participants over 12 years of age must sign this Agreement.

Note: Reference to “I” or “me” in this Agreement means and includes all Releasing Parties, which includes all adult participants; minor participants; parents/legal guardians, individually; and parents/legal guardians, on behalf of a minor participant. A parent’s signature is made in both his/her individual capacity and as parent of his/her child, and constitutes a release on the parent’s own behalf as well as on behalf of the minor participant. Reference to “participant” includes all Participants named below.

Released Parties: Wet Mountain Valley Saddle Club, its officers, directors, members, agents, representatives, employees, volunteers, visitors, independent contractors, successors, assigns, insurance carrier(s), anyone acting on its behalf, and the owners of any premises on which activities are carried out (independently and collectively referred to in this Agreement as “WMVSC”).

Other individuals and/or organizations may lead or host activities on WMVSC premises. I acknowledge that these independent providers are not employees or agents of WMVSC, that WMVSC does not supervise or control these independent providers, and that WMVSC is not legally liable or responsible for their conduct.

In consideration of the services of WMVSC in allowing the Releasing Parties to access and use WMVSC premises and facilities and/or participate in any WMVSC activities on or off WMVSC premises, I acknowledge and agree as follows:

ACTIVITIES, RISKS, INHERENT RISKS, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

There are risks associated with participating (whether attending, observing, or actively participating) in WMVSC activities and/or access to WMVSC premises and facilities to participate in activities (collectively referred to in this Agreement as “activities”). Activities take place in Colorado, either on or off WMVSC premises, and some may be conducted or led by WMVSC. Activities may include but are not limited to: horseback riding of any discipline (including trail riding, obstacle course, dressage, jumping, driving, or any discipline of a participant’s choosing), handling horses on the ground, and temporary overnight boarding (whether such activities are voluntary or in exchange for consideration).

I acknowledge that the risks, inherent risks, hazards, and dangers of these activities can cause injury, damage, death, or other loss to me or others; this Agreement constitutes an express assumption by me of all such risks, inherent risks, hazards, and dangers; and I am voluntarily participating in these activities or agreeing to my child’s participation. I also agree that I have been given the opportunity to inspect the conditions WMVSC premises prior to my or my child’s participation in activities that take place on the premises and am satisfied with the safety of the premises. The parent of a minor participant gives permission for his/her child to participate in all such activities and agrees to discuss the nature of these activities and risks with their child. The following describes some, but not all of those risks:

Risks present in an outdoor environment: These risks include travel over uneven terrain, whether on or off trail, including man-made obstacles or hazards; terrain that has been modified by animals resulting in increased hazards, including holes in the ground into which a horse or human may step; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; wild or domestic animals and other natural or man-made hazards. Participants may be subject to storms, including rain, snow, lightning and strong winds, and unpredictable weather changes. Hazards may not be marked or visible, and weather is always unpredictable.

Risks associated with equestrian activities: Riding, driving, or otherwise dealing in any way with horses includes risks. Horses are unpredictable in all circumstances. Without warning, horses can, for example, kick, strike, bite, rear, bolt, fall down, and react to the environment, sudden movements, noise, people and other animals or objects (regardless of a horse’s training and usual past behavior and characteristics). Riding, driving, or otherwise dealing with horses can involve equipment that may break, saddles that may slip and other riders who may not control their animals. These risks also include the risk that a participant or other participants may overestimate his or her abilities or fitness to ride or otherwise deal with horses; be inattentive; lose control of their horse; not understand the functioning of equipment; or misuse equipment.

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.

WARNING: UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY, PURSUANT TO SECTION 13-21-121, COLORADO REVISED STATUTES.

Risks involved in judgment and decision making: These risks include the risk that the participant(s) or WMVSC may misjudge or negligently judge the capabilities, health or physical condition of the participant(s) (or others); misjudge or negligently judge some aspect of travel, instruction, medical treatment, weather, or terrain; or misjudge or negligently construct or maintain the premises, facilities, trails, or other obstacles for use by participants.

Personal health and participation risks: Participants' mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in these activities includes risks. WMVSC does not review participants' health or medical information and cannot anticipate or eliminate risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition.

Risks connected with geographic location: Activities may take place in remote locations far from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. WMVSC representatives may or may not have wireless communications devices while conducting activities both on and off WMVSC premises, but uses of these devices is unpredictable and inconsistent.

WMVSC premises risks: Located on WMVSC premises are several facilities, structures, and riding areas, including, but not limited to, a trail and obstacle course; a dressage arena; campsites for overnight camping with horses; a meeting room/building; and a large riding and rodeo arena with stock pens, corrals, announcer's stand, and grandstands. Also located on WMVSC premises are county fair buildings not built, maintained, or controlled by WMVSC, and I acknowledge and understand that WMVSC does not oversee or take responsibility for any aspect or condition of these independent facilities. In addition, boulders, ruts, slippery walkways, water sources, uneven ground or other conditions may exist in and around the premises.

Equipment risks: These risks include risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes the personal equipment of the participant(s), or other equipment (whether purchased, borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with the parent of a minor, for choosing appropriate equipment and for the fit and condition of their equipment. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Risks regarding conduct: These risks include the potential that the participant(s) or other participants or third parties may act carelessly or recklessly.

Consequences of risks: The risks described above and other risks may result in falling partway or completely from a horse to the ground; being struck by, colliding with or impacting objects, people, horses, or other animals; reacting to weather conditions or increased exertion; or becoming lost or disoriented. These and other circumstances may cause heat or cold related illnesses or conditions; dehydration; heart or lung complications; broken bones; hospitalization, paralysis or other permanent disability; mental or emotional trauma; concussions or other head injuries; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; or cuts or wounds or other injury, damage, death or loss.

RELEASE AND INDEMNITY AGREEMENT — SURRENDER OF CERTAIN LEGAL RIGHTS

I (the participant(s); the parent/legal guardian, individually, if applicable; and the parent/legal guardian, on behalf of a minor participant, if applicable), agree as follows:

(1) **to release and agree not to sue WMVSC**, with respect to any and all claims, liabilities, suits or expenses (including attorney fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my or my child's participation in these activities, including access to and use of any equipment, facilities, or premises. I understand that I agree here to waive all claim/s I or my child may have against WMVSC, bind my/my child's estate and any family member/heir/other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against WMVSC as a result of any injury, damage, death or other loss suffered by me or my child.

(2) **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) WMVSC with respect to any and all claim(s):

(a) brought by or on behalf of me, my child or spouse or my/my child’s other family member/s, heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child’s enrollment or participation in these activities, including use of any equipment, facilities or premises; and/or

(b) brought by a co-participant or any other person or entity for any injury, damage, death or other loss to the extent caused by my/my child’s conduct in the course of participating in these activities, including use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes release and indemnity for claim/s of or resulting from WMVSC’s negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage (including to any horse I own or for which I am responsible), loss of consortium, breach of contract, premises liability, or any other claim.

OTHER PROVISIONS

This Agreement applies to any and all injury, damage, death or loss which may occur in present or future participation. I agree to abide by any and all rules established by WMVSC and associated with any activity.

I agree that Colorado law (without regard to its “conflict of laws” rules) governs this Agreement, any dispute I or my child have with WMVSC and all other aspects of my or my child’s relationship with WMVSC, contractual or otherwise, and agree that any mediation, suit or other proceeding must be filed or entered into only in Custer County, Colorado. I agree to attempt to settle any dispute through mediation before a mutually acceptable Colorado mediator.

This Agreement contains the entire agreement between the parties. No other prior verbal promise, understanding, warranty, agreement, verbal or otherwise, exists between the parties or binds the parties, except as expressly stated in this Agreement.

This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this entire Agreement and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and my/my child’s other family members, heirs, executors, representatives, subrogors, assigns and estate. An adult participant must complete the information required and sign below. If the participant is a minor, the participant’s parent must complete the information required and sign below.

| Participant Name (print) | Signature (if over 12 years old) | Date | Participant birthdate | Signature of parent/legal guardian |
|-------------------------------------|---|-------------|----------------------------------|---|
| 1. _____ | _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ | _____ |
| 6. _____ | _____ | _____ | _____ | _____ |

Email address (if any): _____

Phone: _____

Address: _____

Address of Parent/Legal Guardian (if different): _____

Emergency Contact (Name and Phone): _____

Photo Release

I further hereby consent to and authorize the use and reproduction by WMVSC of any and all photographs and any and all other audio and/or visual materials taken of me/my child for promotional material, educational activities, or for any other use for the benefit of the program. I release WMVSC from any and all liability in this connection and from any claim for financial benefit or compensation for such use.

| Participant Name (print) | Signature | Date | Participant birthdate | Signature of parent/legal guardian |
|-------------------------------------|------------------|-------------|----------------------------------|---|
| 1. _____ | _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ | _____ |
| 6. _____ | _____ | _____ | _____ | _____ |