

EQUESTRIAN WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration for being allowed to handle, ride, or use a horse on behalf of myself, my child, or my representative or heirs, the undersigned, individually or as the parent of a minor child, hereby voluntarily agrees to release, waive, indemnify, hold harmless, and forever discharge and covenant not to sue or make claims against Indigo Equestrian Training, the owners of the horse, the stable facility, real property owners, their agents, trainers, coaches, participants, employees, volunteers, advisors or representatives, and any and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Owners") from any liability, actions, claims and/or demands on behalf of myself, my child(ren), my heirs, spouse, parents, estate, executors, administrators, assigns, & personal representatives for any loss, injury, damage, or death resulting, directly or indirectly, from my participation in any equestrian activities organized by or on the property of the Owners. I, on behalf of myself, my child, my heirs or representatives, further acknowledge and agree as follows:

1. That a horse or mule may, without warning or any apparent cause buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacle s, step on a person's feet, push or shove a person, saddles or bridles may loosen or break all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. I assume the risk and inherent danger that can cause serious injury or death in my use of the horse, equipment and gear provided to me or operated by the Owners.
3. I acknowledge and fully understand that my participation in equestrian activities with the Owners involve inherent risks that could result in serious injury, including permanent disability and death, and/or severe social and economic losses to myself, my child, my property and/or third parties, and that these might result from my actions, inactions, the negligence of others, the actions of the horse, or the condition of the premises or of any equipment used; and further, that there may be other risks not known to me or reasonably foreseeable at this time.
4. I expressly agree and promise to accept and assume all foreseeable and unforeseeable risks involved in equestrian activities with the Owners. My participation in these activities is voluntary, and I elect to participate in the equestrian activities and fully understand the inherit risks involved. I further agree to assume the risk(s) attributable to any medical or physical condition that I may have.
5. I agree that my participation in the equestrian activities will be in accordance with the guidance, instruction and/or rules of the Owners. I assume responsibility for being fully informed of all safety rules and agree that I, my child, or representatives will abide by all such rules, including wearing protective helmets and gears. I further agree that I may use a horse and other equipment provided or borrowed from Owners at my own risk. I expressly acknowledge and agree that the Owners shall not be liable for any injury, loss, damage or death resulting from the use or suitability of any such horse or equipment.
6. I acknowledge that this is a legally binding contract and agree that if a lawsuit is filed against the Owners, the undersigned will be responsible for all attorney's fees and court costs incurred by the Owners in defending such lawsuit.
7. I agree that this Waiver, Release of Liability, & Assumption of Risk is governed by the laws of the State of Colorado. If any portion of this Waiver, Release of Liability, & Assumption of Risk is deemed void or unenforceable, the remaining portions shall remain in full force and effect.

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.

I have fully read and understand the above Waiver and Release of Liability, Assumption of Risk and Indemnification Agreement.

First Name	Last Name	Gender	Phone
Address (Street City Zip)			
Name of Parent/Legal Guardian of Minor Child			
I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE FORM.			
Signature (Adult/Legal Guardian): _____		Date: _____	