

## **IMPORTANT: THIS IS A LEGAL DOCUMENT**

**Please read and understand this document before signing. If you have any questions please ask us or consult an attorney. You are giving up specific legal rights by signing this contract.**

**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.**

Spring Hollow Ranch, LLC, Spring Hollow Real Estate Holdings, LLC and their owners, members, subsidiaries, employees, directors, officers, managers, agents, advertisers, volunteers and sponsors, and agents of sponsors, (collectively "SHR" or "Released Parties") strive to ensure that you have a rewarding experience. We wish to inform our guests and participants that our equestrian activities: equestrian arena use, equestrian boarding and related activities, including cattle and other agricultural (hereinafter "Activities") are inherently dangerous. We want you to know in advance what to expect, and to be informed of the some of the possible risks. By understanding these risks, you will have greater enjoyment of your activity and your time at Spring Hollow Ranch.

We ask that you read this carefully, sign it, and return it to our office. If you are signing as the parent or legal guardian (hereinafter "parent") for a child (minor, someone under the age of 18) you agree to read, to have Minor read and if necessary explain to Minor the nature and terms of this agreement as well as all the risks herein and of the Activities.

### **RISKS OF THE ACTIVITIES**

#### Equestrian Arena Use

Equestrian arena use can be hazardous are hazardous. The most common accident that occurs during horseback riding is falling. When you fall, you may fall several feet to the ground. When you fall, you may land on any object in your path. Falling to the ground may cause serious injury, including bruises, scrapes, broken bones, paralysis, or even death. You agree that you and your family will use all prudent safety equipment while horseback riding at SHR, that you will follow any directive that you are given by SHR staff regarding safety equipment, and that you will ask SHR staff if you have any questions about what safety equipment is prudent for any equestrian activity.

In addition to the hazard of falling, even when you are not riding, horses may kick or step on you. Even the best trained horses sometimes act unpredictably; and may be startled by other animals or unpredictable sounds or events. Horses may knock you to the ground or cause you to come into contact with other objects. You may be in close proximity to not only your horse, but also other horses that you are unfamiliar with, who may act unpredictably and injure you. These events can also result in serious injury, including bruises, scrapes, broken bones, paralysis, or even death.

Equestrian equipment may fail. In the event of such a failure, you may fall from your horse, and you could be dragged by the horse. You may also experience injury from unexpected pulling, such as strains, dislocations, and rope burns from handling various parts of equestrian equipment. You can also suffer injuries from contact with hard or sharp surfaces on equestrian equipment.

The equestrian arenas and surrounding areas are not level and consistent. Ruts, holes, and uneven ground are to be expected. You should maintain constant awareness of the surface of the ground where you are walking or riding, to avoid injury to yourself or your horse. The fences and gates surrounding the arenas are hard and may have sharp surfaces. The gates can cause injury if closed on a person or animal.

Any equestrian activities undertaken outdoors has the added risk of the elements. You may experience sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, cold or hypothermia as a result of being exposed to the wind, rain, snow and sun when in the open.

#### Equestrian Boarding

Equestrian Boarding carries risks to both horses being boarded and the horse owner. Horses will be in unfamiliar environments, will be around other unfamiliar animals, and will be cared for by staff with whom they are unfamiliar. They may become frightened and behave in uncharacteristic ways. They may suffer health issues as a result of difficulty eating and sleeping in unfamiliar surroundings. They may suffer injuries to due being confined in unfamiliar stalls and unfamiliar routes to travel inside and outside the equestrian facility. Horses may try to escape, causing injury to themselves and others. Horses may contract disease from other animals at the equestrian facility, which may in some cases be fatal. While staff at SHR will make all reasonable efforts to attend to the needs of boarded horses, their health and safety cannot be guaranteed.

Horse owners can also suffer injuries at the equestrian facility where their horses are boarded. Horse owners can be injured if a horse become frightened while they are in a stall with the horse. The facility may also be occupied with other horses that owners are unfamiliar with, and who may act aggressively towards strangers. The equestrian facility houses equestrian equipment which may cause injury if not handled properly. Horse owners may encounter uneven ground, heavy gates, and other physical hazards while at the boarding facility which may cause the owner to fall or come into contact with hard or sharp objects possibly resulting in serious injury, including bruises, scrapes, broken bones, paralysis, or even death.

It is also possible that some participants may suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur during the Activities. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or undertake an activity that they are not physical prepared for.

I certify that my family, including minor children and myself are in good physical condition and fully capable of participating in the Activities that we are choosing to participate in. I state that I have read the above explanation of some possible risks in the Activities, and I have reviewed the SHR website. If I am boarding a horse, I certify that the horse has had all required and recommended vaccinations; and has not displayed symptoms of any illness. I further certify that all equine veterinary recorded provided to SHR are accurate and complete. However, I understand that SHR is relying on the representations of other horse owners, and cannot warrant the health and vaccination status of all horses in the facility. Therefore, I assume full responsibility for myself, my family, including minor children, for **bodily injury, disability, death, and loss of personal property (including illness, injury or death of horses)** and any expenses incurred as a result of the dangers discussed above, **my negligence, negligence of my family, or the negligence of SHR**. I hereby **expressly consent and assume all risks of the Activities** for myself and my family, including the risks associated with traveling to and from the Activities. I acknowledge that SHR does not supervise and is not responsible for the actions of other participants, families or guests. I also understand that SHR reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the Activities, but shall not be responsible for determining whether participants are capable. I understand and agree that this is a voluntary activity, and I am doing so for recreational purposes. Parents also agree to read and explain to any minors all posted signs and warnings, including instructions on use of equipment and you and your family agree participants will obey all signs, and warnings posted and to obey instructions from SHR staff. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on SHR to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet I may wear are my decisions.

## **CONTRACT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION**

I agree to release, **indemnify and hold harmless all Released Parties, including all** persons and entities facilitating access for the Activities, from all claims, damages, losses, injuries, and expenses, **including claims for bodily injury, disability, or death**, arising out of or resulting from my family's or my participation in the Activities. I agree that SHR has a **subrogation/right to indemnification** for my actions based on any permit, grant, contract or agreement with third parties. On behalf of myself, my personal representatives and heirs, I further **agree to release, acquit, and covenant not to sue** the Released Parties for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including those arising out of the dangers discussed above, the **negligence of SHR**, and the **negligence of another participant** during participation in the Activities. **In short, I cannot sue SHR or anyone else if I or my family or minor child are injured or killed, or my horse is killed or injured, and if I do, I cannot collect any money.**

I agree to **indemnify, agree to subrogation** and to **reimburse** SHR and all Released Parties for any damages, costs, fees or expenses they expend on me or on my family's behalf, including any damages that I or my horse may cause to third parties.

I agree to the site of any lawsuit arising out of any activity with SHR and all Released Parties shall be **La Plata County Colorado** and any lawsuit shall be governed by **Colorado law**. The terms of this agreement shall continue in full effect after the Activities have ended. All changes or alterations to this document must be in writing and approved by both myself and SHR. No other changes to this document are valid.

I agree that if SHR is forced to defend any action, lawsuit or litigation brought by myself, my executors, or my heirs, or on my family's or my behalf, SHR shall be entitled to recover its costs and attorney's fees if it successfully defends such action, lawsuit or litigation. Should any part of this agreement be declared unenforceable by a court of competent

jurisdiction, the remainder of the agreement shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and **purpose of the release of liability**.

I understand that the Activities are not a necessity and are not required. I understand that I may decline to sign this release, in which case I will not partipate or I may pursue the Activities with another equestrian facility.

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

*I Acknowledge that I Have Received a Copy of this Document if I wanted one. I understand that I am signing this document electronically or may be signing this document electronically in the future. I understand under state and Federal law, there is no difference between signing this electronically or in writing.*

**I Have Read and Understood this Agreement. I Am Voluntarily Signing this Agreement. I understand I am giving up substantial legal rights.**

**By signing this you understand you cannot sue SHR for any reason. If you do sue SHR, you cannot collect any money. If you sue SHR and lose, you will pay SHR's legal expenses.**

\_\_\_\_\_  
PRINTED NAME of Minor Participant

\_\_\_\_\_  
PRINTED NAME of Adult Participant or Guardian of Minor Participant

\_\_\_\_\_  
SIGNATURE of Adult Participant or Guardian of Minor Participant

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE POSTAL CODE

\_\_\_\_\_  
TELEPHONE