

Lungta Stables Liability Release Waiver

All persons must sign this Liability Release Waiver prior to entering Lungta Stables, LLC (“Stable”) premises. If you are under eighteen (18) years of age, please sign this agreement and have a parent or guardian sign as well.

Participant’s name (Please Print): _____ Date of Birth:

Parent or Guardian: _____ Date of Birth:

Relationship to Participant:

Address:

Email:

Phone:

Warning

Under Colorado Law, an equestrian 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 13-21-199, Colorado Revised Statutes.

Participant understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with visiting Stable’s premises and handling and riding horses on Stable’s premises. Participant understands that horses are inherently unpredictable animals and one the most docile horses may occasionally bolt, spook, bolt, rear, bite, kick, pull back or otherwise behave in such a way that may injure Participant or others. Stable’s premises may contain defects, and stable shall not be liable for such defects. For example, footing at such facility, including arena, paddock footing may contain holes, rocks, uneven portions or otherwise be unpredictable. Participant expressly assumes all risks of engaging in horse related activities, including the risks that Stable and/or Stable’s principles, guests, affiliates, employees, agents or contractors (collectively, the ‘Stable’s Parties) may be negligent. Accordingly, Participant agrees upon behalf of the Participant and Participant’s guardians, heirs, and assigns (collectively the “Participant Parties”) not to sue the Stable Parties or otherwise make a claim against such parties in common with injury or death.

Participant agrees to follow carefully all posted Barn Rules and any rules provided to Participant regarding use of the property. Participant agrees to wear heeled boots, and appropriate riding attire while riding on Stable premises. An ASTM-certified safety helmet fastened securely under the chin is required if Participant is under the of eighteen, or is riding horses over jumps. If Participant is of legal age, and chooses not to wear a helmet, Participant assumes the increased

risk of injury or death associated with failing to wear such protective attire. Participant agrees that Stable has no duty to provide safety attire for Participant.

Participant makes each of the following representations and warranties on behalf of Participant Parties:

- (a) Participant has the requisite authority to enter into this Agreement upon behalf of Participant parties.
- (b) In the event that Participant is incapacitated at any time while Participant is on Stable premises, Participant grants Stable and Stable agents, employees, and contractors full authority to make all decisions on behalf of Participant, including medical care, and Participant agrees to hold such parties harmless for any injuries or death to Participant that may result from such decisions.
- (c) Participant does not have any physical or mental conditions that may prevent Participant from safely participating in horse-related activities.
- (d) All horses that Participant may bring to Stable's premises have a current negative Coggins test and are current on all routine vaccinations.
- (e) To the best of Participant's knowledge, all horses that Participant may bring to Stable's premises are free of contagious diseases or conditions.

Under Colorado Law, an equestrian 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. The undersigned Participant acknowledges and fully understands the owner of Stable is not liable for injury to, or the death of, a Participant in equine activities resulting from the inherent risks of equine activities. The undersigned participant acknowledges that he/she has read the Stable's Barn Rules, fully understands all of the rules and agrees to abide by all such rules. The Participant shall be asked to leave the property if Participant violates the Barn Rules. The undersigned undersigned Participant releases and waives all rights against the Stable Parties., sponsor/professional or property owner. The Participant assumes all risks and dangers of death and/ personal injury incurred while participating in equine activities on the Stable property. The Participant authorizes and contents to any emergency medical care, which may at the time may appear reasonable and appropriate under the circumstances as a result of injury caused by or incurred in the course of an equine activity. By signing this document Participant affirms he/she carries health insurance and will not hold Ranch Parties, sponsor/professional or owner liable for any medical costs.

Participant (and Participant's parent or guardian, if applicable) agrees to defend, indemnify, save and hold harmless Stable Parties from and against any loss, liability, damage, attorneys' fees, or costs that it may incur arising out of or in any way connected with Participant's use of the Stable, the Stable's premises, presence on the Ranch's premises, Horse's conduct, Participant, Participant's use or access to Horse, or Participant's actions, breaches, failures, or omissions in performing of furthering this agreement, any obligation or conduct thereunder, or as they may relate to or arise out of the subject matter on this agreement.

I have read and fully understand the Liability Release Waiver of right to sue and assumption of all risks.

Participant:

Name: _____

Signature: _____

Date: _____

Parent or Guardian:

Name: _____

Signature: _____

Date: _____