

Equine Activities - Waiver, Release and Indemnity Agreement

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.

This agreement is intended to extinguish liability above and beyond that provided in section 13-21-119. This is because, where a horse or other animals are involved, there is virtually unbounded potential for personal injury, property damage or worse. By signing this agreement you are waiving all rights and releasing all claims for death, injury, illness or damage connected with attending or participating in activities relating to horses and other animals (“equine activities”). Your attendance and participation is voluntary. If you have any reservations or hesitations, do not sign this.

The term “provider” means the persons and entities, their officers, directors, agents and employees, who own or provide the horse(s) and other animals, the premises, property and facilities involved, and the equipment used. I understand provider is engaging with me based on my acceptance of the terms in this document.

1. I, \_\_\_\_\_ (**print name**), am voluntarily engaging with provider for equine activities. In consideration of that opportunity, I, for myself, my heirs, personal representatives, assigns, and minor children as applicable, agree solely to be responsible for and do hereby release, waive, discharge and covenant not to sue provider for any and all claims for personal injury, death, accident, illness or property damage.
2. I understand that proximity to, use, handling and riding of a horse (including activities that involve other animals) involve risk of death, injury, illness and damage. I emphasize that my engagement with provider is voluntary and I knowingly assume all risks.
3. I agree to indemnify and hold harmless the provider from any and all liability, legal and equitable claims, judgments, damages, demands, actions, loss, cost or expense (including but not limited to attorneys’ fees) provider may suffer as a result of any and all claims, demands or actions made or brought against provider by any person or entity, and which arise either in whole or in part out of my engagement with provider.

4. I agree these waivers and releases, assumptions of risk, obligations to indemnify and hold harmless, and other terms herein, are intended to be as broad and inclusive as permitted by Colorado law and that if any are held invalid or unenforceable, the balance shall continue in full force and effect.

5. I agree the court shall award provider reasonable attorneys' fees and case costs in any prevailing effort by provider to enforce this agreement.

6. I have read and understand this document and intend to be bound by it, knowing I am giving up substantial rights including the right to sue.

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**Signature**

**Date**

Including as parent/guardian for:

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**Print child's name**

SAMPLE FORM