

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN EQUESTRIAN ACTIVITIES

Colorado Equine Liability Form

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety. This document is in effect on this and all future days.

The Equine Activity Liability laws of the State of Colorado, C.R.S. 13-21-119, state among its statutory provisions that: **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 AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, by and between High Country Working Equitation (HCWE), a Colorado nonprofit corporation, and property owners (Owners) hosting events for HCWE, and (**print** rider name): _____ (RIDER). In exchange for the privilege of participation in HCWE activities and the use of the Owners' property, facilities, livestock provided for use, the Rider, his/her heirs, successors, assigns and legal representatives, hereby expressly agree to the following:

1. I agree and acknowledge that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety and that of my equine mount while engaging in any and all equine activities with HCWE on the Owners' property or elsewhere.
3. I agree to acknowledge and comply with all of the HCWE and Owners' rules and regulations pertaining to any and all equine activities occurring at the Owners' facility and I agree to my personal responsibility for wearing protective gear appropriate for equine activities to ensure my or Rider's safety while engaging in such activities.
4. I understand the risks involved in equine activities and I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNERS' property while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that HCWE, its officer, directors, members and volunteers; the Owners' and their agents and employees; and other participating riders (collectively the "Released Parties") are NOT liable for any injury to or the death of Rider, a participant in equine activities, or someone observing the activities resulting from the inherent risks of equine activities.
6. I agree to hold the Released Parties harmless and hereby release them from any and all liability whatsoever, including acts of ordinary negligence, associated with any equine activity conducted by or related to HCWE.

Page 2 WAIVER AND INFORMED CONSENT TO PARTICIPATE IN EQUESTRIAN ACTIVITIES

7. I agree to hold harmless and hereby release from any and all liability whatsoever any other riders at the time of any accident or incident at or related to any HCWE event, which causes me harm, or which causes harm or injury to any equine owned by me or which is in my care at the time.

8. I hereby release the Released Parties from any and all claims, damages, costs, or expenses arising out of Rider's use of or presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage.

9. Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider's horse.

10. Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding on all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the State of Colorado.

USE OF VOICE AND IMAGE FOR MEDIA APPLICATIONS

On occasion HCWE events may be photographed and video recorded for HCWE and other affiliated applications.

With that understanding we request that you agree to the following within this release.

11. Members and Non-Members participating in any and all activities sponsored by HCWE release to HCWE and other HCWE affiliates any and all verbal statements and images (video or still) and consent to their future use with no monetary consideration or compensation. This agreement is binding upon the Rider, his/her heirs, successors, assigns and legal representatives without limit of time.

12. HCWE agrees that Members' and Non-Members' verbal statements and images shall only be used for public relations, public information, HCWE promotion, publicity and/or instruction.

******* I have read and understand without question, this agreement and release of liability contract before having signed below. Consent and release have been given without coercion or duress.**

Rider's PRINTED NAME _____

Rider's Signature X _____ Date _____

Parent or Guardian's PRINTED NAME: _____

Parent or Guardian's Signature (Parent or Guardian's Signature required if Rider is a minor)

X _____ Date _____