

Membership Application



Northern Colorado Back Country Horsemen is not your ordinary riding club...

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Telephone: (h) _____ (c) _____

() Individual \$40.00 () Family \$45.00 () Corporate \$60.00

If family membership, please list names of family members:

I am interested in the following: () Trail Rides, () Camping, () Packing, () Helping with Trail Maintenance, () Being a Supporter Only, () Educational Meetings, () Becoming an Officer or Member of the Board of Directors.

NCBCH has adopted two trails (Little Beaver Creek and Fish Creek) in the Comanche Peaks Wilderness and would like to count on you for at least 4 hours of your time helping with trail maintenance once a year. The Forest Service requires 3 days of maintenance on each trail.

Please read, date and sign the release below. If two adult members we ask that each of you sign. Thank you

After completing and signing the form, please make your check to NCBCH and mail both items to:

Rick Farasyn . 4683 ECR 16 . Loveland, CO 80537
Email: rick@nesheims.com . Tele: (303)917-5860

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RELEASE, INDEMNIFICATION, ASSUMPTION OF RISK AND CERTIFICATION

In consideration of my participation in any equine or other activities of any type whatsoever (“Equine Activities”) conducted, allowed or sponsored by Northern Colorado Back Country Horsemen, a Colorado non-profit corporation (“NCBCH”), I, on behalf of myself, my representatives, assigns, heirs, spouse, children and agents, hereby agree as follows:

1. Release. I hereby voluntarily release and forever discharge NCBCH and any of its parent, sister, subsidiary or related companies or entities and their directors, officers, owners, members, guests, employees, agents, servants, guides, and any affiliates or representatives thereof, from any and all liability, claims, demands, actions or rights of action, which are in any way related to my participation in any Equine Activities. The release contained herein includes, without limitation, the release of any physician or non-physician who provides any first aid, emergency or other healthcare services to me in connection with Equine Activities, and the release of any veterinarian or non-veterinarian who provides first aid, emergency or other services for my horse. The release contained herein also includes, without limitation, the release of any landowner or lease upon whose property Equine Activities are conducted.

2. Indemnification. I further agree to defend, hold harmless and indemnify NCBCH for any and all injuries, damages and costs, including attorneys’ fees, incurred in connection with any claims which may be brought against NCBCH by any third party in connection with my participation in Equine Activities.

3. Certification. I hereby certify that I have no physical or mental condition(s) and that I am not and will not become under the influence of any medications, drugs or alcohol which any way impair my ability to safely engage in Equine Activities.

4. Representations. I represent that my riding skills and physical condition and that of my horse are adequate to participate safely in Equine Activities and that no physician or veterinarian has advised me against such participation.

5. Acknowledgement. I understand and acknowledge that no medical insurance benefits will be provided to me by NC BCH. I certify that I have sufficient health, accident and liability insurance to cover, or that I am capable of personally paying for, and will pay for, any medical expenses, emergency transportation expenses and any bodily injury or property damage I may incur and any bodily injury or property damage caused to any third party as a result of my participation in Equine Activities.

6. Helmets. I agree that I am fully aware and know that all horse handlers and riders should obtain and wear the highest quality protective headgear which meets or exceeds all applicable quality standards for equestrian use.

7. Risks. I understand and acknowledge that Equine Activities involve certain known and unknown risks which could result in injury, death, illness, disease or other damage to me, NC BCH or to third parties. Among these risks are: (1) the nature of the activity itself; (2) the acts, omissions or negligence of me, NC BCH or others; (3) latent or apparent defects or conditions in the equipment, tack or the property supplied by me, NC BCH or others; (4) weather conditions; (5) contact with plants or animals; (6) my physical condition; (7) my failure to wear an appropriate helmet; (8) the surface and subsurface condition of areas, roads, trails, waterways, or terrain, and accidents connected with their use; (9) the first aid, emergency treatment or other services rendered; (10) the general unpredictability of equine and their propensity to behave in ways that may result in injury, harm or death to persons on or around them; (11) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals; and (12) collisions with other animals or objects. I understand and acknowledge that the above list is not complete or exhaustive, and that Equine Activities may involve other risks, known or unknown, anticipated or unanticipated.

8. Assumption of Risk. Being aware that Equine Activities involve substantial risks, I expressly and knowingly agree to accept and assume all responsibility and risk for any injury, death, illness, disease or other damage to me or to my property arising from my participation in Equine Activities.

9. Entire Agreement. I understand that this is the entire agreement between the parties and it cannot be modified, except by a writing signed by all parties.

10. Governing Law. This Agreement shall be construed and governed by the laws of the state of Colorado. In the event there is any action to enforce this Agreement or to seek legal remedies thereunder, I agree to the exclusive jurisdiction and venue of the County or District Court for the County of Larimer, Colorado. The prevailing party in any such action shall be entitled to recover all costs, expenses and attorney fees incurred therein. I HEREBY KNOWINGLY WAIVE ANY RIGHT I MAY HAVE TO A JURY TRIAL.

11. Enforceability. The invalidity or unenforceability of any of the terms or provisions of this Release shall not affect the enforceability or validity of the remainder.

WARNING

UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY 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.

IN WITNESS WHEREOF, I have executed this Release, Indemnification, Assumption of Risk and Certification effective as of _____, 20__.

Signature Date

Signature Date

Participant's Name (print)

Participant's Name (print)

Signature of Parent or Guardian

Parent or Guardian (print)