

## **Agreement for Release of Liability, Assumption of Risk, and Indemnity**

**Read carefully. This contract includes a surrender of legal rights.**

This Agreement is between the Participant(s), who are identified in the signature blocks below, and the Released Parties, who are **Pan-KK Enterprises LLC dba Flapjack Ranch**, 13800 W Belleview Ave., Morrison, CO 80465, its officers, directors, members, agents, representatives, employees, volunteers, visitors, independent contractors, successors, assigns, insurance carrier(s), anyone acting on its behalf, and the owners of the premises on which activities are carried out. **Reference to “I,” “me,” or “my” in this Agreement is to each Participant and his or her parent/legal guardian, if any.**

In consideration for receiving permission to participate in Equestrian Activities, I acknowledge and agree:

1. **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. WARNING: Under Colorado Law, there is no liability for the death of or injury to a participant in an agricultural recreation or agritourism activity resulting from the inherent risks of the agricultural recreation or agritourism activity, pursuant to section 13-21-121, Colorado Revised Statutes.**
2. **Equestrian Activities and Acknowledgment of Risks.**
  - a. I understand that there are risks associated with participating in Equestrian Activities (whether observing or actively participating). Equestrian Activities include but are not limited to horse activities and riding of any kind, handling horses on the ground, and activities incidental to mounted or unmounted handling of horses such as grooming, leading, participating in social activities on the premises, and simply being on the premises. Reference to horses in this Agreement includes horses, ponies, mules, donkeys, or hinnies.
  - b. I understand that the risks, including inherent risks, hazards, and dangers, of Equestrian Activities can cause injury, damage, death, or other loss to the Participant or others. I understand that these risks include, but are not limited to:
    - i. **Risks associated with horses:** Participating in Equestrian Activities includes significant risks. Horses are unpredictable in all circumstances. For example, without warning, horses can kick, strike, bite, rear, bolt, fall down, and react to the environment, sudden movements, noise, people and other animals or objects (regardless of training, usual past behavior, or characteristics). Equipment may break; saddles may slip; and other riders may not control their animals. The Participant or other participants may overestimate their ability or fitness to ride or handle horses; be inattentive; lose control of their horse; misunderstand or misuse equipment.
    - ii. **Equipment risks:** Equipment used in an activity may be misused, or may break, fail or malfunction. I understand that head gear or other safety gear may prevent or lessen injury, but that use of safety gear is not a guarantee that injury or death will not occur.
    - iii. **Premises risks:** The premises, located at 13800 W Belleview Ave., Morrison, CO 80465, includes outdoor spaces, a riding arena, and round pen, each of which may contain jumps, trail course obstacles, or other equestrian obstacles that can result in injury when used. Slippery, icy, uneven ground or other dangerous conditions may exist in and around the premises. Use of indoor or outdoor spaces shared with other people and animals risks exposure to communicable diseases, including viruses (**such as the virus that causes COVID-19**), bacteria, and other pathogens.
    - iv. **Risks present in an outdoor environment:** These risks include travel over uneven terrain, whether on or off trail, including man-made obstacles or hazards; terrain that has been altered by animals resulting in increased hazards such as holes in the ground into which a horse or

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human may step; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; wild or domestic animals and other natural or man-made hazards. Participants may be subject dangerous and unpredictable weather changes. Hazards may not be marked or visible. Activities in remote locations may be far from medical facilities, causing delays in communication, transportation, evacuation and medical care.

**v. Risks of poor judgment and decision making:** These risks include the risk that I or the Released Parties may misjudge or negligently judge my or others' capabilities, health or physical condition; misjudge or negligently judge some aspect of travel, instruction, medical treatment, weather, or terrain; or misjudge or negligently construct or maintain the premises, trails, or other obstacles for use by participants. These risks also include the potential that I or others may act carelessly or recklessly.

**vi. Risks due to personal health:** I understand that mental and physical conditions (including use or abuse of alcohol or any prescription or non-prescription drugs), known or unknown, can increase the risks associated with Equestrian Activities. I understand that the Released Parties do not review my mental or physical conditions and cannot anticipate or eliminate risks associated with them. I represent that I do not have any mental or physical condition or other impairment that may impair my ability to safely engage in Equestrian Activities.

**c. Consequences of risks include personal injury, death, and damage to property including my horse:** The risks described above and other risks may result in me falling; being struck by, colliding with or impacting objects, people, horses, or other animals; reacting to weather conditions or increased exertion; or becoming lost or disoriented. These and other circumstances may cause heat or cold related illnesses or conditions; heart or lung complications; broken bones; hospitalization, paralysis or other permanent disability; mental or emotional trauma; concussions or other head injuries; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; cuts or wounds or other injury, damage, death or loss. These risks also may result in injury or loss of my property, including my horse(s).

**3. Assumption of Risk. I expressly assume responsibility for all risks of Equestrian Activities as described above.** Notwithstanding these risks, I voluntarily participate. **I agree to abide by any and all rules and policies (including COVID-19 policies) established by the Released Parties for participation.** If I am the Parent/Legal Guardian of a minor Participant, I permit him or her to participate in Equestrian Activities notwithstanding these risks, and I agree to discuss with him or her the nature of these activities, the risks and any rules.

**4. Personal Responsibility.** I agree that I must take responsibility for my safety and conduct around horses. I agree that I should wear headgear meeting ASTM/SEI standards, other appropriate safety gear, and appropriately protective shoes and clothing while participating in Equestrian Activities. I understand that I must provide my own personal equipment and safety gear or headgear, and I assume full responsibility for selection, fit, and condition. If I use equipment provided by others, I agree that I have a responsibility to inspect the fit and condition of that equipment. I represent that the manner and physical condition of the horse with which I choose to engage in Equestrian Activities are adequate for me to participate safely in such activities. I understand that the Released Parties have made no assessment of me or the horse's suitability for the activities I choose to undertake. I understand that I am responsible for providing my own personal protective equipment and supplies, such as masks or disinfectants, to protect against exposure to COVID-19 or other communicable diseases. I also understand that I am fully responsible for all activities I engage in off premises, such as Equestrian Activities at nearby Bear Creek Park, and that the Released Parties have no responsibility or control over land or activities off premises.

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## 5. Release and Indemnity.

- a. **I agree to release and not to sue the Released Parties**, for any and all claims that I may have for injury, damage, death, or other loss (including attorney fees and costs) that is in any way connected with any Participant's or other participant's participation in Equestrian Activities. I understand that I am agreeing to waive all claims I may have against the Released Parties; agreeing to bind my legal representative, my estate, assigns, subrogors, or anyone acting on my behalf; and agreeing that neither I nor my legal representative, my estate, assigns, subrogors or anyone acting on my behalf will make a claim against the Released Parties related to or as a result of any Participant injury, damage, death or other loss. This agreement to release and not to sue includes but is not limited to any claim (whether an investigation or claim made in a court proceeding or elsewhere) for negligence (but not gross negligence or willful or wanton misconduct), wrongful death (including claims related to response, assessment, or treatment for emergency medical or other health issues), property damage (including to any horse I own or for which I am responsible), loss of consortium, breach of contract, premises liability, and any other claims for liabilities, attorney fees, expenses or other loss of mine.
- b. **I agree to defend and indemnify (meaning I agree to protect by reimbursement or payment) the Released Parties** for any and all claims (a) that I or anyone acting on my behalf brings against them for injury, damage, death, or other loss (including attorney fees and costs) arising out of or related to my participation in Equestrian Activities; or (b) that a third party brings against the Released Parties for injury, damage, death, or other loss caused by my conduct while participating in Equestrian Activities. This agreement to defend and indemnify includes an agreement to pay any liabilities; attorney fees; associated legal expenses such as court costs, expert witness fees, and other litigation costs; and any other losses the Released Parties incur defending such claims.

## 6. Other Provisions.

- a. This Agreement applies to all of Participants' present and future participation in Equestrian Activities.
- b. I agree that Colorado law (without regard to its "conflict of laws" rules) governs this Agreement and any dispute I have with the Released Parties arising out of or related to this Agreement, contractual or otherwise, and agree that any mediation, suit, or other proceeding must be filed or entered into only in Jefferson County, Colorado, or the U.S. District Court in Colorado. I agree to first attempt to settle any dispute not settled by informal discussion through mediation before a mutually acceptable Colorado mediator.
- c. This Agreement contains the entire agreement between the parties. No prior verbal promise, understanding, warranty, agreement, verbal or otherwise, exists between the parties or binds the parties, except as expressly stated in this Agreement.
- d. This Agreement is to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement is deemed unlawful or unenforceable, I agree that the remainder of the Agreement continues to be in full force and effect and enforceable.
- e. If I institute any other legal suit, action, or other proceeding not addressed in paragraph 5.b above against one or more of the Released Parties for any matter arising out of or relating to this Agreement, and one or more of the Released Parties is the prevailing party in the suit, action, or other proceeding, then I will be required to and agree to pay the Released Party or Parties, in addition to all other damages to which they may be entitled, their costs incurred in conducting the suit, action, or proceeding, including reasonable attorney fees and all associated legal expenses, such as court costs, expert witness fees, and other litigation costs.

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7. I have had the opportunity to ask questions about this Agreement and the risks of participating in Equestrian Activities. I carefully read, understand and voluntarily sign this Agreement.

**A parent or legal guardian must sign on behalf of a participant under age 18 or who otherwise has a legal guardian. By signing as Parent/Legal Guardian, I represent that I am the parent or legal guardian of the Participant first listed below, and that I am signing not only for that Participant but also for myself as a Participant.**

<b>Minor Participant Name</b>	<b>Minor Participant Signature (required if 16 or older)</b>	<b>Date</b>	<b>Date of Birth (if under 18)</b>
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<b>Minor Participant Name</b>	<b>Minor Participant Signature (required if 16 or older)</b>	<b>Date</b>	<b>Date of Birth (if under 18)</b>
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<b>Parent/Legal Guardian Name</b>	<b>Parent/Legal Guardian Signature (signing as Participant and as Parent/Legal Guardian)</b>	<b>Date</b>
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Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Participant Address: \_\_\_\_\_ Address of Parent/Legal Guardian (if different): \_\_\_\_\_

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Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

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