

# EQUINE WAIVER & RELEASE FORM

## 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 Waiver and Release from tort and civil liability is entered into between the below-signed participant and the Jody Motley Memorial Foundation, Inc., any event producer(s) and event organizer(s), show management, and each of their directors, officers, employees, volunteers, sponsors, contractors, officials, judges, timers, announcers, arena personnel, facility owners, facility operators, facility lessors, agents, affiliates, successors, and assigns (collectively, "Releasees").

### 1. Acknowledgement and Assumption of Risks

The Participant acknowledges and agrees that equine activities inherently involve significant risks that may lead to bodily injury, death, injury to or death of an equine, or damage to property. Such risks include, but are not limited to: (i) The unpredictable behavior of equines that can result in accidents, falls, bites, and kicks; (ii) Sudden and unforeseen reactions of equines to sounds, movements, objects, persons, or other animals; (iii) Natural hazards related to the environment such as surface and subsurface conditions; (iv) Risk of collision with objects, other equines, or individuals; (v) The potential negligence of other participants or bystanders; and (vi) The potential for the Participant to act negligently, including failing to maintain control over an equine or acting outside the Participant's ability. The Participant knowingly and voluntarily assumes the inherent and reasonably foreseeable risks of participating in the event and equine activities. For purposes of this Agreement, participation includes arrival and departure, parking, loading and unloading, stalling, saddling, handling equines, warm-up, exhibitions or time-only runs, competition runs, alleyway activity, exercise areas, arena use, and presence on the event grounds.

### 2. WAIVER AND RELEASE OF LIABILITY

**THE PARTICIPANT VOLUNTARILY AND KNOWINGLY AGREES, TO THE FULLEST EXTENT PERMITTED BY COLORADO LAW, TO WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE RELEASEES ARISING OUT OF OR RELATING TO THE PARTICIPANT'S PARTICIPATION IN EQUINE ACTIVITIES OR PRESENCE AT THE EVENT. THIS RELEASE INCLUDES CLAIMS ARISING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES AND CLAIMS ARISING FROM THE ACTIVE OR PASSIVE ORDINARY NEGLIGENCE OF ANY RELEASEE, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, INJURY TO OR DEATH OF AN EQUINE, VETERINARY EXPENSE, LOSS OR THEFT OF OR DAMAGE TO TACK, TRAILERS, VEHICLES, EQUIPMENT, OR OTHER PERSONAL PROPERTY, OR OTHER LOSS OR HARM. THE PARTICIPANT AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST THE RELEASEES FOR SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT APPLY TO GROSS NEGLIGENCE, RECKLESS CONDUCT, WILLFUL OR WANTON CONDUCT, OR ANY OTHER LIABILITY THAT CANNOT LAWFULLY BE WAIVED OR RELEASED UNDER COLORADO LAW.**

### 3. Participant Fitness, Competency, Equine, and Equipment

The Participant represents that the Participant has sufficient experience and ability for the activities the Participant chooses to undertake and is capable of participating safely at that level. The Participant agrees not to participate while knowingly impaired by alcohol, drugs, medication, illness, fatigue, or another condition that materially impairs safe participation. To the extent the Participant supplies an equine, tack, trailer, or other equipment, the Participant is solely responsible for determining that such equine and equipment are appropriate, suitable, and reasonably safe for the Participant's intended use.

### 4. Equine Ownership and Authority

The Participant represents and warrants that, with respect to each equine the Participant enters, handles, uses, or causes to be present at the event, the Participant either owns the equine or has the actual authority and permission of the equine's owner to enter the equine in the event and to execute this Agreement on the owner's behalf with respect to the owner's equine and property interests. By accepting this Agreement, the Participant executes and agrees to this Agreement both individually and, to the extent the Participant is not the owner of an equine, as the authorized agent and representative of each such equine owner. The Participant represents and warrants that the Participant has authority to bind each such owner to the applicable assumption-of-risk, waiver, release, covenant-not-to-sue, indemnification, governing-law, venue, and enforcement provisions of this Agreement with respect to the owner's equine and property interests. The Participant further agrees that the Releasees are entitled to rely upon these representations without independently verifying the Participant's ownership of an equine or authority from its owner. If the Participant lacks or exceeds the authority represented under this Section, the Participant shall indemnify, defend, and hold harmless the Releasees from any claim, demand, action, liability, loss, damage, judgment, cost, or expense, including reasonable attorney's fees and litigation costs, asserted by or on behalf of an equine owner arising out of or relating to the Participant's lack of authority, the equine's participation in or presence at the event, or injury to, death of, loss of, or damage involving the equine or the owner's property.

### 5. Event Rules; Discretionary Safety and Event-Management Authority

The Participant agrees to comply with event rules and reasonable directions actually given by the Releasees. The Releasees reserve the right, but do not undertake or assume a duty, to inspect, monitor, supervise, warn, intervene, stop a run, refuse or terminate participation, disqualify a participant, remove a person or equine from any area, or take other action concerning safety or event operations. Any such action is discretionary and, to the fullest extent permitted by law, does not create a continuing or broader duty to inspect, monitor, supervise, warn, intervene, rescue, or ensure compliance. The Participant remains responsible for the Participant's own conduct, safety, equine, and equipment. Nothing in this Section expands any duty that a Releasee would otherwise owe under applicable law.

### 6. Emergency Medical Treatment

In the event of an injury, the Participant authorizes the Releasees to obtain medical treatment on the Participant's behalf and Participant agrees to be financially responsible for the costs of such treatment.

### 7. Discretionary Emergency Veterinary Assistance

The Participant authorizes, but does not require, the Releasees to contact or arrange veterinary assistance for an equine when, in a Releasee's sole discretion, circumstances appear to warrant assistance and the owner or other authorized decision-maker is unavailable or cannot be reached promptly. This authorization is permissive only and does not impose a duty on any Releasee to monitor an equine's condition, examine or diagnose an equine, provide first aid, transport an equine, contact a veterinarian, or arrange treatment. To the fullest extent permitted by law, assistance actually undertaken does not create a continuing obligation beyond the assistance the Releasee elects to provide. The Participant and/or equine owner remains responsible for all veterinary, transportation, and related expenses.

## **8. Insurance**

The Participant confirms that they either possess personal medical insurance or accept the risk of not having insurance. The Participant agrees that they are solely responsible for any personal medical costs.

## **9. Photographic and Video Release**

The Participant grants to the Releasees the perpetual, irrevocable, and unrestricted right to use and publish photographs or video images taken during the event, for any lawful purpose, including for promotional and advertising purposes, without compensation.

## **10. Indemnification**

The Participant agrees to indemnify, defend, and hold harmless the Releasees from any and all losses, claims, damages, liabilities, costs, and expenses (including, and without limitation, reasonable attorney's fees and all related costs and expenses) arising from or related to any lawsuit, claim, or demand made by any third party due to or arising out of the Participant's negligence, or breach of this Agreement. This indemnification obligation will survive the expiration or termination of this Agreement and is in addition to any other rights that the Releasees may have under this Agreement or under law.

## **11. Covenant Not to Sue; Enforcement Costs**

Without limiting Section 2, the Participant covenants not to commence, maintain, or prosecute any claim against a Releasee that is waived or released by this Agreement. If the Participant nevertheless brings or maintains such a claim and a Releasee successfully obtains dismissal, judgment, or other relief based upon this Agreement, the Participant agrees, to the fullest extent permitted by law, to reimburse that Releasee for the reasonable attorney's fees and litigation costs actually incurred in enforcing this Agreement against the released claim. This Section does not apply to a claim that cannot lawfully be waived or released under Colorado law.

## **12. Minor Participants; Parent/Guardian Acceptance**

If the Participant is under the age of 18, this Agreement must be accepted by the Participant's parent or legal guardian. By accepting this Agreement, the parent or guardian agrees to be bound individually and on behalf of the minor Participant by all terms and conditions of this Agreement, including the prospective waiver and release of the minor Participant's claims for ordinary negligence to the fullest extent permitted by Colorado law, and represents that the parent or guardian has authority to act on behalf of the minor Participant. Nothing in this Agreement waives or releases a minor Participant's claims for gross negligence, reckless conduct, willful or wanton conduct, or any claim that cannot lawfully be waived.

## **13. Binding Effect**

This Agreement shall be binding upon the Participant and the Participant's heirs, executors, administrators, legal representatives, and estate, and shall inure to the benefit of each Releasee and each Releasee's successors and assigns. Each Releasee is an intended beneficiary of this Agreement and is entitled to enforce the provisions that are intended for the Releasee's benefit, whether or not that Releasee separately signs this Agreement.

## **14. Amendment and Non-Modification**

This Agreement may not be amended, altered, or modified in any way by the Participant. Any attempts by the Participant to modify this Agreement, whether by physical alteration, verbal agreement, written or otherwise, are void and have no legal effect. This Agreement is to be accepted as is by the Participant without any changes, which includes any attempt to undermine its nature or enforceability.

## **15. Governing Law and Jurisdiction**

This Agreement is governed by the laws of the State of Colorado, and any legal actions or proceedings relating to this Agreement shall be exclusively filed and maintained in the courts of Weld County, Colorado.

## **16. Severability**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

## **17. Electronic Execution and Acceptance**

This Agreement may be executed electronically. By selecting the acceptance checkbox presented with an event entry and submitting that entry, the person accepting this Agreement intends the electronic acceptance to constitute the person's signature and agrees to be legally bound by its terms. The acceptance is made individually and, as applicable, on behalf of a minor Participant as the Participant's parent or legal guardian and on behalf of each equine owner for whom authority is represented under Section 4. The Releasees may rely on the electronic acceptance and entry information as evidence of assent and authority.

## **18. Acknowledgment**

The Participant acknowledges that they have carefully read this Agreement, understand its contents, and agree to its terms voluntarily. This Agreement represents the entire understanding between the parties regarding the Participant's involvement in equine activities and supersedes any prior or contemporaneous communications, representations, or agreements.

**THIS WAIVER & RELEASE FORM CONSISTS OF TWO PAGES. DO NOT ACCEPT OR SUBMIT AN ENTRY UNLESS YOU HAVE SEEN, REVIEWED, UNDERSTOOD, AND AGREE TO ALL CONTENTS.**