

RELEASE AND WAIVER OF LIABILITY
(Kenlyn Arabian Stables)

This RELEASE AND WAIVER OF LIABILITY ("Release") is made and entered into on this ____ day of _____, 20__, by and between Kenlyn Arabian Stables, 1000 Salida Street, Aurora, CO 80011 ("Kenlyn") and _____ ("Rider").

In consideration for the use of the property, facilities and services of Kenlyn, Rider, and Rider's successors, heirs and executors, and past, present and future agents, representatives, attorneys, insurers, assigns and lien holders, and all others acting by, through or in concert with any of the foregoing (collectively, the "Rider Parties") hereby expressly agree to the following:

1. Rider assumes ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON, KENLYN'S PROPERTY AND FACILITY, including, without limitation, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care or the negligence or deliberate act of another person.
2. Rider, for himself/herself and for the Rider Parties, hereby releases, acquits and forever discharges Kenlyn and Kenlyn's successors, assigns, members, executive directors, managing directors, directors, partners, managers, officers, employees and agents (the "Kenlyn Parties") of and from any and all liability, rights, claims, demands, damages, costs, medical costs, expenses, actions, causes of action, suits of liability, wrongful death, survival actions, and controversies of any and every kind and description whatsoever, whether at law or equity, under statute, in contract, or in tort, suspected or unsuspected, known or unknown, without exception or reservation, now existing or which may accrue later, on account of, or in any manner related to Rider's use of or presence upon Kenlyn's property and facilities. Rider hereby waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or expect to exist at the time of executing the release.
3. Rider shall indemnify, defend and hold the Kenlyn Parties harmless from and against any and all liens, claims, lawsuits, demands, proceedings, liabilities, damages, costs, losses and expenses, including court costs and attorneys' fees, arising from, out of or relating to Rider's use of or presence upon Kenlyn's property and facility.

4. This Release is non-assignable and non-transferable.
5. This Release shall be enforced and interpreted in the State of Colorado.

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.

RIDER:

(Rider signature or Parent/Guardian if under 18 years of age)

Date:

(Printed Name)

(Address, and Phone)

In case of emergency, please contact:

(Name)

(Phone)