



**Misfit Ranch CO, LLC
3538 Hackamore Road
Wellington, CO 80549**

**EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE
AND ASSUMPTION OF ALL RISK**

I, [REDACTED] (please print your name) the undersigned participant or the legal guardian of any minor participant, have read and understand, and freely and voluntarily, enter into this Release with AMY MALARA, JOE MALARA, and DOING BUSINESS AS MISFIT RANCH CO, LLC (collectively referred to herein as "MISFIT RANCH") and hereby agree to the provisions of this Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risk Agreement ("this Agreement") with MISFIT RANCH (the "Owner"), on behalf of myself and each and every minor participant for whom I am signing this Agreement (as named below), as follows:

[REDACTED] 1. I/we agree to follow all instructions given or rules established by the Owner or any of the Owner's employees or other agents concerning my/our use of any horse or of any equipment or gear provided by MISFIT RANCH including the rules set forth in the Barn Rules that are found on our website: www.misfitranchco.com.

[REDACTED] 2. I/we have full and complete notice and understanding of the many risks inherent in equine activities which may cause, contribute to or result in **SERIOUS INJURY OR EVEN DEATH** or damage to property (the "Risks"), regardless of previous training and past performance of the horse (be it my own or a horse belonging to the owner or professional) including but not limited to the following:

- (a) Horses have a propensity to behave in dangerous ways;
- (b) It is not expected that anyone will be able to predict or foresee a horse's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, nor the effects of any such reactions;
- (c) Surface and subsurface conditions pose many potential hazards, both obvious and hidden;
- (d) There is always a risk that tack or harness may slip or break or that the horse or the participant may become entangled in tack, harness or vehicles used in an equine activity; and
- (e) There is a risk of the participant falling from or otherwise becoming unstable on a horse or a vehicle used in an equine activity or for the horse to trip and/or fall down without warning; and
- (f) The potential for human error.

I am not relying on MISFIT RANCH to list all possible risks for me.

[REDACTED] 3. I/we have full and complete notice and understanding that this Agreement and all equine activities provided by the Owner are governed by the Colorado Equine Activity Liability Act as it may now provide or be hereafter amended ("the Act"), which the Act is readily available upon request; that all terms defined by the Act shall have the same meaning herein; and that this Agreement shall be so construed as to provide to the Owner the fullest protection of a release, waiver of right to sue and assumption of all risk which is afforded by the Act.

4. I/we hereby RELEASE and WAIVE all rights which I/we may have or may hereafter have against the Owner for death, personal injury or property damage which is in any way associated with the Risks or otherwise covered under the Act; I/we hereby WAIVE any right to sue or to bring any action against the Owner and/or the Owner in connection therewith including any negligent act or omission by either of them or by any employee or agent of either of them; I/we hereby agree to INDEMNIFY and HOLD HARMLESS the Owner from and against any such suit or action and agree to pay any attorney fees which may arise if any such suit or action is filed; and I/we hereby expressly ASSUME ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks or otherwise covered under the Act.

5. I/we hereby authorize and consent to any emergency medical care which may be administered as a result of injury or sickness caused by or incurred in the course of any equine activity.

6. To the extent possible, this Agreement shall be construed in such manner as will render each provision fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

7. If this Agreement is executed for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he or she is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns of the participant.

8. Each and every right and benefit of the Owner hereunder shall also accrue to the benefit of each officer, agent, employee, director, shareholder, member, partner, heir-at-law, personal representative, successor and assign of the Owner including without limitation every waiver, release, indemnification and agreement to hold harmless.

9. Protective Headgear/Helmet: Helmets are highly recommended for all riders, especially for riders under 18.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH. I ACKNOWLEDGE THAT I HAVE A FULL AND COMPLETE UNDERSTANDING OF THE COLORADO EQUINE LIABILITY ACT. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I MAY BE WAIVING AND RELEASING CERTAIN IMPORTANT RIGHTS WHICH I MIGHT HAVE IF I DID NOT SIGN THIS AGREEMENT. I UNDERSTAND THAT I'M GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I AM SIGNING THIS DOCUMENT FREELY, VOLUNTARILY AND WITHOUT ANY COERCION. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND.

**RIDER, IF OVER 18 YRS OF AGE or PARENT / GUARDIAN IF MINOR
(Please Print FULL NAME):**

FULL ADDRESS:

**EACH MINOR PARTICIPANT FOR WHOM
PARTICIPANT IS SIGNING (Print Name):**

Signature: _____ Date: _____