

**Copper Kettle Ranch, LLC**  
**GENERAL RELEASE, AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT**

1. In consideration of my/our being permitted to participate in any activity involving horses, any social event or any other activity conducted by Copper Kettle Ranch, LLC, KEVIN GUMMERE, BROOK GUMMERE, its members, managers, shareholders, officers, directors, employees, agents, contractors, subcontractors, or assigns (collectively referred to herein as "COPPER KETTLE RANCH, LLC") and on behalf of me or my guests, I, my legal representative(s), assigns, heirs, guardian(s), spouse and next of kin, hereby release, waive, and agree not to sue, assign, subrogate or bring any claim of any kind against, COPPER KETTLE RANCH, LLC, and LANDOWNER. The terms "COPPER KETTLE RANCH, LLC," and "LANDOWNER" may be used interchangeably and shall also include the owners, shareholders, directors, officers, partners, members, managers, employees, agents, contractors, subcontractors, spouses, heirs, lessees, tenants or permittees of COPPER KETTLE RANCH, LLC, and/or LANDOWNER, which also includes but is not limited to any of the following individual or entities, including Copper Kettle Ranch, LLC, KEVIN GUMMERE, BROOK GUMMERE, any other owner of any real property upon which my horse is boarded or kept, whether intentionally or inadvertently, or simply being present upon, in connection with any activities conducted at, by, attend by, or on behalf of any of these individuals or entities or any activity which occurs upon their premises, or any of their agents or assignees.

2. I understand that equine activities and therapeutic boarding are high risk activities and that my participation in this activity may also involve participation in an "equine activity" as defined by applicable laws and is wholly at my own risk. I understand that my participation involves all inherent risks associated with the dangers and conditions which are an integral part of equine activities including, but not limited to, the propensity of equines to behave in ways which may result in injury, harm or even death to humans or other animals around or near them; the unpredictability of equine reaction to sounds, sudden movements, smells, and unfamiliar objects; persons or other animals; hazards related to surface and subsurface conditions; collisions with other equines or objects; and, the potential of participant to act in a negligent or unskilled manner which may contribute to injury to the participant or others, including falling or inability to maintain control over the animal. By participating in this activity I AGREE to assume responsibility for those risks, and I RELEASE and agree to hold harmless COPPER KETTLE RANCH, LLC, LANDOWNER and any shareholder, director, officer, partner, member, manager, employee, agent or guest of COPPER KETTLE RANCH, LLC, or LANDOWNER, and the activity organizer, organizing committee, officials, and volunteers assisting in the conduct of this activity, from all liability, including but not limited to negligence resulting in accidents, damage, injury or illness to myself and to my property, including the horse(s) which I may ride.

3. This General Release is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and include, but are not limited to, any claims of negligence, breach of contract, strict liability and claims for bodily injury, death, property damage, or other loss.

4. 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.

5. I also agree if anyone makes any claim(s) because of any injury to me (including death), or for any damage to my property, I will indemnify, defend, and hold harmless all those released by this General Release from any expenses, damages or judgments, including legal expenses and attorney's fees, resulting from those claims.

6. I also acknowledge and agree that I have, or it is our responsibility to obtain and keep in force, sufficient insurance coverage (including, but not limited to property, liability, health, disability and life, equine mortality and liability) to protect me from any expense, liability claims or damages mentioned or included in this Agreement and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the above provisions shall be fully effective and enforceable and I/we will be bound and liable thereunder. I acknowledge that it is my responsibility to obtain and keep in force, sufficient insurance coverage for tack or any personal property left at Copper Kettle Ranch's, LLC, stables. Copper Kettle Ranch, LLC, does not carry this coverage for its customers and advises me that homeowner's insurance often does not provide this coverage. I also authorize its shareholders, officers, directors, employees, agents, contractors, subcontractors, or assigns of Copper Kettle Ranch, LLC, to authorize medical treatment by a licensed physician or hospital for myself and/or my child in the event of an accident or injury if they are unable to contact the person designated to be contacted in case of emergency with reasonable speed, or if they reasonably believe the circumstances do not allow time for such a contact.

I HAVE READ AND VOLUNTARILY SIGN THIS GENERAL RELEASE, AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT AND IT IS FUTHER UNDERSTOOD AND AGREED THAT THIS GENERAL RELEASE, AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT IS TO BE BINDING UPON ME, MY PARENTS/MY CHILD, MY HEIRS, ASSIGNS, LEGAL OR PERSONAL REPRESENTATIVES, SPOUSE AND NEXT OF KIN.

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DATE

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DATE

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PRINT NAME

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SIGNATURE

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PARENT'S SIGNATURE, individually and on behalf of any child under 18 years of age.