

Liability Release Form October Farms Equestrians

The Undersigned acknowledges that all activities with Shannon Maloney and October Farms Equestrians, including, without limitation, walking, leading horses, grooming horses, tacking horses and horseback riding could be hazardous. When participating in any activity involving horses please remember that horses are unpredictable animals that can intentionally or unintentionally kick you, step on you, bite you, or throw you off. Please use extreme caution when participating in the Activities and you must use a trainer if you are a novice rider.

I acknowledge that Shannon Maloney and October Farms Equestrians has Activities that involve great risk of physical injury and possibly death. I recognize there are risks including, without limitation, falls, impacts, due to man made and natural objects, other individuals, varying weather conditions, uneven and irregular terrain which create difficult walking and riding conditions. I further understand that I freely and expressly assume and accept all risk of injury, death or damage to my person and property associated with participating in activities with Shannon Maloney and October Farms Equestrians. In consideration of receiving permission to take part in any Activities through Shannon Maloney and October Farms Equestrians and the released parties

I agree to defend, indemnify, release and hold harmless Shannon Maloney and October Farms Equestrians and her employees, partners, members, directors, officers, contractors, agents, representatives and assigns (the "Released Parties") from any and all liability, claims, demands, actions and causes of action out of or related to any injury to persons or property, including death, property damage, or loss sustained in connection with my participation in Activities with Shannon Maloney and October Farms Equestrians, including those claims based on negligence or breach of warranty by any of the Released Parties. I also agree to defend, indemnify and hold harmless the Released Parties for any and all claims brought by a third party which arise from my participation in any Activities.

Any equipment or animals used by me in connection with Activities with Shannon Maloney, and October Farms Equestrians ,are accepted "AS IS" condition and I accept full responsibility for the care of the equipment while in my possession. I understand and agree that I am responsible for the full replacement value of any equipment or horse not returned and I agree to pay for any damage to the equipment that exceeds normal wear and tear.

I understand that an adult must accompany children under the age of 12 at all times. If I am signing this liability release on behalf of a minor (less than 18 years of age) ("the Child") the Child shall be bound by all terms of this release of liability and I represent and warrant that I am the parent and/or legal guardian of such Child and that the Child is in good health and there are no special problems with the care of the Child. I accept responsibility and agree to indemnify and hold harmless the Released Parties against and from all the Child's medical expenses incurred in connection with the activity. I agree to defend, indemnify and hold harmless the Released Parties against and from any and all claims brought by the Child, and I agree to defend, indemnify and hold harmless the Released Parties for any and all claims brought by a third party arising in connection the Child's participation in the Activities with Shannon Maloney and October Farms Equestrians or through the Released Parties.

I authorize a licensed physician, dentist, and or other medical care provider to carry out any emergency medical care of the Child or myself, and I agree to pay all cost associated with such medical treatment and related transport of the Child or myself. I understand that, if I invite or allow my friends, family, or other persons (guests) to participate in the Activities I assume, on

such guest's behalf, all risks associated with participating in the Activities with Shannon Maloney and October Farms Equestrians or through the Released Parties.

Additionally I agree to defend, indemnify and hold harmless the Released Parties from and against any claim whatsoever, whether present or future, brought by any of my guests in connection with the Activities with Shannon Maloney and October Farms Equestrians or through the Released Parties. This release of liability supersedes any other agreement or representations by or between the parties and is governed by the laws of the State of Colorado and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law. I agree that exclusive jurisdiction and venue for any legal action shall be in the district court of Jefferson County, Colorado of the federal court of the State of Colorado. If any part of this agreement is determined to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

Initials _____

It is the Undersigned's intent that this release of liability shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in activities resulting from the inherent risks of equine activities, pursuant to section 13 21 119, Colorado Revised Statutes. I have read and understand this release of liability and its contents. I represent that I am 18 years of age. I am aware that this release of liability and I sign it of my own free will.

Signature of adult riders, parent or guardian:

Date _____

Names of Rider(s) (Parents please sign for minors under the age of