

RELEASE AND HOLD HARMLESS AGREEMENT

I hereby release *Esteleta (Star) Hughes* and any managers, trainers, instructors and/or employees of *EquesTraining* and *Vantage Point Farm* of and from all claims which may hereafter develop or accrue to me on account of, or by reason of, any injury, loss or damage, which may be suffered by me or to any property, because of any matter, thing, or condition, negligence or default whatsoever.

And I hereby assume and accept the full risk and danger of any hurt, injury, or damage which may occur through or by reason of any matter, animal, thing or condition, negligence or default, of any person or persons whatsoever while participating in *EquesTraining* activities or as a consequence of those activities where ever such activities may take place.

EquesTraining, Esteleta (Star) Hughes and *Lenore Raff*, property owner of *Vantage Point Farm*, shall not be held liable for any personal injury or disability that the Customers or his/her agents, family members, servants, employees, or guests may receive while caring for, riding horses, vaulting on horses, being in the vicinity of horses, or by being present anywhere on the property where equestrian activities, including farm and stable work, are taking place.

I fully understand that a horse or the environment surrounding the stabling, training, handling, vaulting on or riding of horses may be hazardous and unpredictable and that accidents may occur in such an environment. Customer hereby agrees that *Esteleta (Star) Hughes, EquesTraining* managers, trainers, instructors and/or employees, property and/or livestock owners shall not be held liable for any special, incidental, or consequential damages or injury. Furthermore, no boarders, visitors, trainers, and students of those trainers present at *Vantage Point Farm* shall be held liable for any damages or injury.

This is a complete and full release of liability based upon the possible hazard or danger of riding, vaulting on, handling, and training horses or being in the proximity of horses. Both parties agree to binding mediation or arbitration in the County of El Paso to resolve any disputes which may arise over any of the issues above or over any issues related to this disclaimer.

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.

By signing below, I/We indicate that I/We understand and will abide by the terms of this agreement.

Signed: _____ Date: _____

Both parents (or guardians) please sign for Minor participant.

Note: All riders on Vantage Point property are required to wear a helmet while mounted.

Participant Name: _____ Birthdate: _____

(Please print)

Address: _____ Zip: _____

Phones: _____

hm

wk

cell

Email: _____

