

Participant Name (Print): \_\_\_\_\_

## **EQUINE ACTIVITY RELEASE, ASSUMPTION OF RISK AND AGREEMENT TO INDEMNIFY**

This Equine Activity Release, Assumption of Risk and Agreement to Indemnify (the "Agreement") is hereby entered by \_\_\_\_\_ on the date indicated below.

*Please initial each page to confirm you have read and agree to its contents.*

**A. Scope of Services Provided.** Mark Lohmann (hereinafter known as "Owner") is an individual who owns horses and property and allows activities involving equines including, but not limited to, horsemanship, riding, handling, and related programs with such activities taking place on the premises located at 157 S Lookout Mountain Rd, Golden, CO 80401 ("Premises") and at other locations within the State of Colorado ("Locations") (collectively "Equine Activities").

This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of Owner's physical location. This agreement is intended to be valid and binding at all times now and in the future when Owner permits me (directly or indirectly) to enter Owner's property, be on Owner's property, be near any horse, receive riding, driving and/or training instruction, or guidance from its associates and/or when I ride, drive, train and/or am near horses on or off of Owner's property. Any disputes by the participant shall be litigated in, and the venue shall be the county in which Owner is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.

The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

**B. Inherent Risks of Equine Activities.** The undersigned expressly understands that certain dangers or conditions are an integral part of such Equine Activities including but not limited to: i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around the equine, ii) The unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, people, or other animals, iii) Hazards such as surface and subsurface conditions, iv) Collisions with other equines or objects and v) The potential of a person involved in Equine Activities to act in a negligent manner that may contribute to injury to that person and/or other persons, such as by failing to maintain control over an equine. The undersigned expressly understands and agrees that such dangers or conditions exist whether a person is: i) personally engaging in Equine Activities, ii) a spectator of Equine Activities or iii) entering, departing or being on the Premises or Locations where Equine Activities are taking place and that by doing any of these actions, such a person is a "Participant." I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Owner to list all possible risks for me.

**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.**

Participant Name (Print): \_\_\_\_\_

**C. Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement.** In consideration of Owner allowing the undersigned, as well as those persons for whom the undersigned has listed herein, to be a Participant and with an understanding of the Inherent Risks of Equine Activities as set forth in Paragraph B above, the undersigned, individually and on behalf of each person listed herein by the undersigned, hereby assumes all such risks and forever releases, waives, discharges and covenants not to sue Mark Lohmann (including his spouse, children, family members, employees, agents, representatives, volunteers, insurers, affiliates, successors, assigns and others acting on his behalf including, without limitation, independent contractors such as trainers, instructors, veterinary personnel, farriers, equine care providers and maintenance personnel) (collectively the "Released Parties") from all liability, loss, claims, demands, possible causes of action, court costs, attorneys' fees and other expenses, known or unknown, anticipated or unanticipated, that may result from any loss, damage or injury (including death) to the person or property of i) the undersigned and ii) each person listed herein by the undersigned which, in any way, results from, or arises in connection with, or relates to, any Equine Activity whether caused by the negligence of the Released Parties or others. The undersigned further hereby agree to indemnify and hold harmless the Released Parties and each of them from any and all loss, liability, damage or cost they may incur due to the undersigned and each person listed herein by the undersigned being a Participant whether caused by the negligence of the Released Parties or otherwise.

The undersigned agrees that the Indemnification Agreement shall also apply as to any loss, liability, damage or cost incurred by persons and their property who have not executed an Equine Activity Release, Assumption of All Risk and Agreement to Indemnify but who the undersigned invited or otherwise encouraged to be a Participant.

**D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES.** I/WE ACKNOWLEDGE THAT: Owner is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Owner to list all possible conditions for me. The participant and parent or legal guardian have inspected Owner's facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon Owner's premises.

**E. SADDLE GIRTHS/NATURAL LOOSENING WARNING.** I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert Owner or their instructor or attendant of any girth looseness so action can be taken to avoid slippage of the saddle and the potential for the rider to fall from the horse.

**F. PROTECTIVE HEADGEAR/HELMET WARNING.** I/WE AGREE THAT: I for myself, and on behalf of my child and/or legal guardian, have been fully warned by Owner that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM

Participant Name (Print): \_\_\_\_\_

STANDARD F 1163 Equestrian Helmet, should be worn while riding, driving, training and being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences.

**PROTECTIVE HEADGEAR/HELMET POLICY:**

- I understand and agree that Owner requires that all riders must wear SEI CERTIFIED ASTM Standard F 1163 Protective Headgear/Helmets.
- I agree to bring a personal SEI CERTIFIED ASTM Equestrian Helmet.

**G. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, agents, insurers and assigns of the undersigned and shall inure to the benefit of and may be enforced by the Released Parties. If this Agreement is executed for and on behalf of a Participant who is under the age of eighteen (18) or under some other legal disability, the undersigned hereby represents and warrants that he or she is in fact the legal parent or guardian of said Participant with full rights of custody and control and that this Agreement and all terms contained herein is given on behalf of and is intended to be binding upon said Participant, his/her heirs, executors, administrators, agents, insurers and assigns.

**H. Complete Agreement, Choice of Law, Venue and Attorney's Fees.** The terms of this Agreement contain the entire agreement of the parties as to the subject matter set forth herein and shall be governed by the laws of the State of Colorado. In the event any provision of this Agreement is deemed to be invalid or unenforceable by any court or administrative agency of competent jurisdiction, then the Agreement shall be deemed to be modified only to the extent necessary to render the invalid or unenforceable provision, and the remainder of the Agreement, valid and enforceable.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

Participant Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If Participant is a Minor: Parent/Guardian Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_