

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. THIS CONTRACT WAS PREPARED BY LEGAL COUNSEL FOR SUNDANCE SCHOOL OF RIDING, LLC.

SUNDANCE SCHOOL OF RIDING, LLC AND ARVADA INDOOR EQUESTRIAN CENTER

Assumption of Risk and Release of All Liability

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. YOUR INITIALS AND SIGNATURE BELOW INDICATES YOU HAVE FULLY READ AND UNDERSTAND THIS DOCUMENT.

____ A. I, _____ (print name), sign this Assumption of Risk and Release of all Liability freely and voluntarily for the benefit of Sundance Riding School, LLC, Arvada Indoor Equestrian Center and their representative officers, directors, partners, agents, employees, volunteers, sponsors, insurance contractors and other representatives. I understand for the remainder of this document, the abbreviation "Sundance" will serve as a collective reference to Sundance Riding School, LLC and Arvada Indoor Equestrian Center and all their officers, directors, partners, agents, employees, volunteers, sponsors, independent contractors, insurance contractors and other representatives.

____ B. The person who is participating in the Equine Activity (as defined by Colorado State Law) is referred to as "Participant." Participation in any type of Equine (horse, pony, mule, donkey or ass) Activity has certain inherent risks and regardless of the precautions taken, it is impossible to ensure the safety of the Participant. Participating may also involve the passive activity of observing the horse related activity or being in the immediate area. I am either the Participant or, if the Participant is under 18 years of age, I am the Participant's parent and/or legal guardian. I understand that participating in any Equine Activity can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

____ C. **Assumption of Risk: I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death above and beyond the inherent dangers and risks of Equine Activities.** Horses are strong and unpredictable animals, and weigh on average 1000 to 1500 lbs. A fall from a horse can be a minimum of 5 feet down to the ground. Horses have a tendency to have unpredictable reactions to sounds, sudden movements and unfamiliar objects. Some of the injuries that can occur include, but are not limited to, injuries to the neck, shoulders, back, facial, and other body parts, bruises, strains, pulled muscles, ruptured disks, broken bones, lacerations and personal property damage and/or loss due to falls, actions of other participants, malfunction of any equipment used in saddling, leading and/or horse containment, as well as the possibility of paralysis and/or death. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESLY ASSUME ALL RISKS AND DANGERS OF THE EQUINE ACTIVITY, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

____ D. **Colorado Law:** I understand the following is Colorado law:

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. Colorado State Statute §13-21-119.

____ E. **Application:** I understand this Assumption of Risk and Release of all Liability (Release) covers more than Equine Activities. This Release includes horse related and other outdoor and ranch-type activities that occur in conjunction with Sundance Riding School, LLC and Arvada Indoor Equestrian Center and activities, including but not limited to, merely being present and observing such activities, horse back riding lessons, transportation to and from such activities, trail riding, and the day to day care of equine being boarded and cared for.

_____ **F. Equipment:** I agree Sundance is not responsible for furnishing any items of equipment to me, my minor child(ren) and/or my equine, whether required under Sundance's Rules and Responsibilities Agreement or not. Regardless of whether the equipment I use was manufactured for equestrian or other activities, I understand and agree that Sundance is not responsible for assuring that any equipment will protect me, my minor child(ren) and/or my equine from injury, death and/or property damage.

_____ **G. Protective Headgear:** I understand Sundance requires the use of an ASTM/SEI riding helmet with the chinstrap securely fastened for all students and all minors mounting and/or riding an equine on Arvada Indoor Equestrian Center premises. Sundance will provide a helmet for riding lesson students. These helmets provided by Sundance may not be a perfect fit for each rider's head. While these helmets may reasonably be expected to prevent or reduce the severity of some of the wearer's head injuries in the event of a blow to the head, by fall or otherwise, use of these helmets does not eliminate the possibility of head injury.

_____ **H. Rider Responsibility:** I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her safety, and that of an unborn child if the rider is pregnant.

_____ **I. Risk of Loss:** While my horse(s) are boarded and/or involved in activities at Arvada Indoor Equestrian Center, Sundance will not be liable for any sickness, disease, theft, death or injury suffered by said horse(s) or any other cause of action arising from or connected to the boarding and involved in activities: including but not limited to, riding, leading, feeding, providing water, tying, and grooming of said Horse(s).

_____ **J. Property Risk of Loss:** Sundance will not be liable for any theft, destruction, loss or damage caused to any of Participant's property, or any other cause of action arising from or connected to the Participant's property while on the premises of Arvada Indoor Equestrian Center or while involved with Sundance activities.

_____ **K. Conditions:** I understand that the riding arenas, round pens, tack rooms, pastures, paddocks and facilities MAY NOT BE MAINTAINED. I understand that there may be hidden or obvious, natural or unnatural DANGEROUS conditions at Arvada Indoor Equestrian Center and I agree that Sundance has NO DUTY TO INFORM ME OF THESE CONDITIONS. I also understand conditions can change in an instant, and agree that I am responsible to be aware and inspect as needed for my own, my minor child(ren) and/or my equine's safety.

_____ **L. Premises:** I have inspected the property and/or I am satisfied that the condition of the property will provide an adequate and reasonable level of safety for myself, my minor child(ren) and/or my equine.

_____ **M. Waiver of Liability:** I understand the potential dangers that could occur while participating in Equine Activities that include, but not limited to, grooming, leading, saddling of equine, walking around and/or petting equine, ground work and/or being in the same immediate area of an equine, riding an equine, participating in riding lessons, trailering, feeding and providing water to the equine. In consideration for the ability to participate in Equine Activities of Sundance and at Arvada Indoor Equestrian Center premises, I (on behalf of my spouse, heirs, estate and assigns), ***do hereby release, waive, and forever discharge*** Sundance, and all others who are involved in the Sundance equine activities ***from any and all claims and shall not hold liable in any way for any injury, death, or other damage, loss or theft of property resulting in my own, my minor child(ren)'s and/or my equine's participation, including but not limited to, the ordinary negligence*** of any party as a result of participating in the equine activity at or on Arvada Indoor Equestrian Center premises or any activities incidental thereto or however the same may occur.

_____ **N. Covenant not to Sue and Indemnification:** ***I promise not to sue, to hold harmless, defend, reimburse, and indemnify*** Sundance and their directors, officers, administrators, employees, volunteers, agents, sponsors, independent contractors, insurance carriers and all others who are involved in Sundance activities ***for any present or future claim I or my minor child(ren) may have (including ordinary negligence of Sundance and their agents, instructors, volunteers and directors) arising from my own, my minor child(ren) and/or my equine's participation in Sundance activities.*** I further agree to pay all costs and attorney's fees incurred by Sundance in investigating and defending a claim brought by me, my child(ren), or on behalf of my child(ren), my spouse, heirs, estate or assigns.

O. Severability and Venue: I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, Covenant not to Sue and Indemnification agreements are intended to be as broad and inclusive as permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Jefferson County, State of Colorado or in the appropriate Federal Court in the State of Colorado.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND I AM RELINQUISHING SUBSTANTIAL RIGHTS INCLUDING THE RIGHT TO SUE FOR INJURIES, DEATH OR PROPERTY DAMAGE SUSTAINED BY MYSELF, MY CHILD(REN) AND/OR MY EQUINE.

I FURTHER ACKNOWLEDGE I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY INCLUDING THAT DUE TO NEGLIGENCE BY SUNDANCE TO THE GREATEST EXTENT ALLOWED BY LAW IN THE STATE OF COLORADO.

Capacity: My signature below represents that I have read and understand this entire Agreement and Release, and that I am 18 years of age or older.

I RECOGNIZE THAT EQUINE ACTIVITIES ARE DANGEROUS AND I AGREE TO ACCEPT ANY AND ALL RISKS on behalf of myself, my minor child(ren) and/or my equine.

Signature: _____ Date: _____

Printed Name: _____

MINORS: In my capacity as a parent or legal guardian, I authorize my child(ren) under the age of 18 to participate in (or be present at) Sundance and Arvada Indoor Equestrian Center activities, such permission is evidenced by my signature below and also represents that this Agreement and Release additionally releases Sundance from liability (and I shall indemnify and defend Sundance against any legal action) for injury, death and/or property damage to such minor child(ren), that I have full legal authority to sign this Agreement and Release on behalf of such child(ren) and every reference to me shall also apply to such child, where applicable.

Full legal Name of Child: _____ Age: _____

Full legal Name of Child: _____ Age: _____

Full legal Name of Child: _____ Age: _____

Full legal Name of Child: _____ Age: _____

Each Parent must sign below after reading this entire Assumption of Risk and Release of All Liability and initialing each provision.

Signature of Parent for child(ren) listed above: _____

Parent's Full Name Printed: _____ Date: _____

Address: _____ Phone: _____

Email address: _____

Signature of Parent for child(ren) listed above: _____

Parent's Full Name Printed: _____ Date: _____

Address: _____ Phone: _____

Email address: _____