

LIABILITY RELEASE AND WAIVER
PLEASE READ THIS DOCUMENT CAREFULLY

NOTICE: 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. Inherent risks may include but are not limited to a horse or horses: bolting, spooking, shying, running away, sudden change in direction, kicking, bucking, rearing, tripping, falling, stumbling, biting, nipping, head tossing, getting stepped on, or pushed over, trampled, saddle slippage, tack or equipment failure or breakage, falling off, bucked off, holes, foreseen or unforeseen ground conditions, any domestic animals or wildlife being a cause of the aforementioned, reactions to viral or bacteriological pathogens, allergens, or any other man made or natural causes etc....Therefore due to the inherent risks and dangers of riding horses, ponies, hayrides, or horsemanship in general, any person riding horses in connection with RED RIVER RANCH, LLC does so AT THEIR OWN RISK and assumes all responsibility and releases RED RIVER RANCH, LLC from any and all claims in case of accidents or injuries and for medical expenses against the stables or person, or persons, associated with the stables in general. The undersigned and their heirs hereby release RED RIVER RANCH, LLC, or person, or persons, associated with the stables in general from any and all claims arising directly or indirectly from any acts, neglect, or omission; and waive all rights to recovery, under subrogation or otherwise, and will indemnify and hold harmless RED RIVER RANCH, LLC from any loss, damage, or expense (including Attorney fees) which may occur before, during, or after the course of the Horseback Riding activities. You, and your agents, representatives, assignees, heirs or anyone else hereby agree not to post anything on any and or all social media without the express written permission from RED RIVER RANCH, LLC.

AN AGREEMENT AND RELEASE FROM LIABILITY CONTRACT PLEASE READ THIS DOCUMENT CAREFULLY This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, by and between RIVER RANCH, LLC (OWNER) and _____ (RIDER), and, if Rider is a minor, the parent/guardian of Rider _____.

In exchange for use of property, facilities, and services of Owner, the Rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. I agree that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the Owner's property and/or the adjoining property of others, which have given me permission to ride.
3. I agree to acknowledge all of owner's rules and regulations pertaining to any and all equine activities occurring on Owner's property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Rider's safety while engaging in such activities.
4. I understand the risks involved in equine activities and I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.

5. I agree that Owner, the Owner's stable, its agents, and employees are NOT liable for any injury to or the death of Rider and/or a participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Owner, Owner's stable, its agents, and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon Owner's property or the adjoining property of others for which permission to ride has been granted.
7. I agree to hold the owner of any and all adjoining property for which permission to ride has been granted completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon the property owner's property.
8. I AGREE NOT TO SUE Owner, Owner's stable, its agents and/or employees in association with ANY claims, damages, costs, or expenses arising out of Rider's use of or presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Owner.
9. In the event of direct, willful and wanton gross negligence of the Owner or any other cause of action, Rider agrees to engage in good faith mandatory mediation before any suit or other legal action may be brought.
10. Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider's horse.
11. Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Colorado.

I understand by signing this agreement I give express permission to Owner to publish, copyright, distribute and/or display media images of me taken while on Owner's property or facilities. I understand that Owner may use, re-use, publish and re-publish the media images in whole or in part, individually or in conjunction with other photographs or images, in any medium. Rider hereby agrees to hold Owner free and harmless from any and all liability arising out of the release of photograph, videotape, film or sound recording and subsequent publication or broadcast.***** I have read and understand without question, this agreement and release of liability contract before having signed below.

X_____

X_____ Rider's Parent or Guardian's Signature (if Rider is a minor)