

NOCO EQUINE LLC

www.nocoequine.com | nocoequinellc@gmail.com | (970) 460-6045

MAILING ADDRESS

858 Shade Tree Drive
Windsor CO 80550

BARN AND LESSON LOCATION

11520 CO HWY 392
Windsor CO 80550

HORSEBACK RIDING LESSON AGREEMENT AND LIABILITY WAIVER

PLEASE READ CAREFULLY BEFORE SIGNING

WARNING: Under Colorado law, an equine professional is not responsible for an injury to or the death of a participant in equine activities resultant from the inherent risk of equine activities pursuant to section 13-21-119, Colorado Revised Statutes

This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, by and between NOCO EQUINE LLC, Tracy Mask (OWNER and INSTRUCTOR) and _____, (RIDER), and, if RIDER is a minor, the parent/legal guardian of RIDER _____ (PARENT).

A. RIDER INFORMATION

Name: _____ DOB: _____
(hereinafter referred to as "RIDER")

Parent/Legal Guardian if minor: _____ Relationship: _____
(hereinafter referred to as "PARENT")

Contact Phone #: _____ Email Address: _____

Emergency Contact Name & Number: _____

Please list any special conditions or considerations that may affect the rider's physical or mental ability to follow or hear instruction or handle, sit astride, balance on, control or ride a horse:

Current riding ability / previous experiences and lessons:

B. AGREEMENT SCOPE, TERMS AND CONDITIONS

This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor (PARENT), my heirs, estate, assigns, including all minor children, and personal representatives and it shall be interpreted according to the laws of Colorado.

The term "horse" herein refers to all equine species. The term "horseback riding" herein refers to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The term "rider" herein refers to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider (RIDER) and the parents or legal guardians (PARENT) thereof if a minor.

In exchange for horseback riding lessons and services of INSTRUCTOR, doing business as NOCO EQUINE LLC, the RIDER, his/her PARENT if minor, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

The rider, and/or the rider's parent/legal guardian if the rider is a minor, must initial next to each statement.

____ 1. **INHERENT RISK:** I understand that horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

____ 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.

____ Due to the inherent risks and dangers of horseback riding activities, any person riding horses in connection with NOCO EQUINE LLC does so AT THEIR OWN RISK and assumes all responsibility.

____ **I understand that under Colorado law, an equine professional is not responsible for an injury to or the death of a participant in equine activities resultant from the inherent risk of equine activities pursuant to section 13-21-119, Colorado Revised Statutes.**

____ 2. **NATURE OF HORSES:** I understand that horses by nature are unpredictable and, at times, dangerous to their handler or rider. Horses are prone to behaviors such as kicking, shying, biting, bucking, rearing, stumbling, and bolting without warning or apparent cause. When frightened or provoked, a horse may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping suddenly; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, running from danger. These behaviors, along with others unlisted, may result in serious injury or death.

____ I understand that NOCO Equine LLC is NOT responsible for acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects or 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.

____ 3. **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 own safety, and that of an unborn child if the rider is pregnant. I agree to abide by and follow instructor's instructions, rules and regulations at all times. I understand that failure to abide by these instructions, rules and regulations could result in loss of riding privileges.

____ I agree to acknowledge and abide by all of INSTRUCTOR's rules and regulations pertaining to any and all equine activities occurring during the lesson. I understand that these rules and regulations are intended for my safety and the safety of other riders, handlers, and persons present. I understand that this lesson is taking place at a private boarding facility. As such, I and my guests must be respectful of any and all other riders, handlers, and persons using the facility.

____ I understand that riders must not carry items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse, and also must not carry sharp or pointed objects in their pockets which could cause injury in a fall. Riders must not make sharp loud noises, such as screaming or yelling, which may scare a horse.

____ I understand that NOCO EQUINE LLC is offering riding lessons (operating) at RED RIVER RANCH LLC. NOCO EQUINE LLC does not own or lease the facility where the riding lesson is taking place. RED RIVER RANCH LLC is a privately owned facility and is within its rights to make and enforce rules with complete discretion. I understand that if I

or my minor children do not follow the rules then I risk being unable to schedule lessons or return to the facility.

I acknowledge that I have received and read thoroughly with understanding a copy of NOCO EQUINE LLC's Lesson Information and Policies and that I will both acquaint my minor children with them and enforce them myself as often as is necessary.

- 4. INSURANCE AND MEDICAL CARE:** I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. I hereby authorize NOCO Equine LLC to arrange for emergency medical care or transportation for me or for my child in the event of an accident or injury.
- 5. PROTECTIVE HEADGEAR:** I understand that NOCO Equine LLC requires the use of a helmet for all students, regardless of age or ability, when riding at all times and provides SEI certified ASTM Standard Equestrian Helmets for use by students who do not own a helmet. NOCO Equine LLC helmets 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, use of these helmets does not eliminate the possibility of head injury.
- 6. PAYMENTS:** I understand that payment for each lesson is due prior to the start of the lesson. Lessons may be purchased in advance as a package or paid for on the day of the lesson.
- 7. LIABILITY RELEASE:** I agree that in consideration of NOCO EQUINE LLC allowing my participation in horseback riding activities under the terms set forth herein, I the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, indemnify, release and discharge NOCO EQUINE LLC, its owners, agents, employees, officers, directors, representatives, assigns, members, OWNER, INSTRUCTOR, owners of premises and trails, affiliated organizations insurers, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES") of and from all claims demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to NOCO EQUINE LLC's and/or its ASSOCIATES ordinary negligence; and I do further agree that except in the event of NOCO Equine LLC's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against NOCO EQUINE LLC and its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the actions and operations of NOCO EQUINE LLC, its ASSOCIATES, OWNER, and/or INSTRUCTOR and to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of NOCO EQUINE LLC and/or its ASSOCIATES.

The rider, and/or the rider's parent/legal guardian if the rider is a minor, must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/We, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/we further attest that all facts relating to the applicant's physical condition, experience, and age are true and accurate.

SIGNATURE OF RIDER

DATE

SIGNATURE OF PARENT / LEGAL GUARDIAN (if minor)

DATE

PARENT / LEGAL GUARDIAN NAME (please print)

RELATIONSHIP TO MINOR

ADDRESS

PHONE

EMAIL

SIGNATURE OF NOCO EQUINE LLC OWNER / INSTRUCTOR

DATE