

Agreement for Release of Liability, Assumption of Risk, and Indemnity

Read carefully. This contract includes a surrender of legal rights.

This Agreement is between the Participant(s), who are identified in the signature blocks below, and the Released Parties, who are **NOCO Equine LLC**, mailing address 858 Shade Tree Drive, Windsor, CO 80550, its officers, directors, members, agents, representatives, employees, volunteers, visitors, independent contractors, successors, assigns, insurance carrier(s), anyone acting on its behalf, and the owners of any premises on which activities are carried out, including but not limited to the premises owner, Red River Ranch LLC, of the premises located 11520 Hwy 392, Windsor, CO 80550. **Reference to “I,” “me,” or “my” in this Agreement is to each Participant and his or her parent/legal guardian, if any.**

In consideration for receiving permission to participate in Equestrian Activities, I acknowledge and agree:

1. **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. WARNING: Under Colorado Law, there is no liability for the death of or injury to a participant in an agricultural recreation or agritourism activity resulting from the inherent risks of the agricultural recreation or agritourism activity, pursuant to section 13-21-121, Colorado Revised Statutes.**
2. **Equestrian Activities and Acknowledgment of Risks.**
 - a. I understand that there are risks associated with participating in Equestrian Activities (whether observing or actively participating). Equestrian Activities include but are not limited to horse activities and riding of any kind, such as trail riding, riding through obstacles, jumping, and ground work; handling horses on the ground; and activities incidental to mounted or unmounted handling of horses such as grooming, leading, and simply being on the premises. Reference to horses in this Agreement includes horses, ponies, mules, donkeys, or hinnies. Equestrian Activities under this Agreement include such activities taking place on the premises, Red River Ranch, 11520 Hwy 392, Windsor, CO 80550, and any other premises where I participate in such activities with the Releasees.
 - b. I understand that the risks, including inherent risks, hazards, and dangers (collectively referred to in this Agreement as “risks”), of Equestrian Activities can cause injury, damage, death, or other loss to the Participant or others. I understand that these risks include, but are not limited to:
 - i. **Risks associated with horses:** Participating in Equestrian Activities includes significant risks. Horses are unpredictable in all circumstances. For example, without warning, horses can kick, strike, bite, rear, bolt, fall down, and react to the environment, sudden movements, noise, people and other animals or objects (regardless of training, usual past behavior, or characteristics). Equipment may break; saddles may slip; and other riders or handlers may not control their animals. In jumping especially, horses may spook, balk at a jump, run out from a jump, or otherwise unseat a rider or cause the rider to lose control, creating risks for the rider and other participants. The Participant or other participants may overestimate their ability or fitness to ride or handle horses; be inattentive; lose control of their horse; misunderstand or misuse equipment.
 - ii. **Equipment risks:** Equipment used in an activity may be misused, or may break, fail or malfunction. I understand that head gear or other safety gear may prevent or lessen injury, but that use of safety gear is not a guarantee that injury or death will not occur.
 - iii. **Premises risks:** The premises includes fenced and unfenced indoor and outdoor spaces with jumps, obstacle/trail course, trails, and other equestrian obstacles that can result in injury when used. Slippery, icy, uneven ground or other dangerous conditions may exist in and around the premises. Use of indoor or outdoor spaces shared with other people and animals risks exposure to communicable diseases, including viruses, bacteria, and other pathogens. **I understand that NOCO Equine LLC does not own or lease the Red River Ranch premises or any other premises on which it provides services and has no control over the premises or any known or unknown obstacles or dangers on premises.**
 - iv. **Risks present in an outdoor environment:** These risks include travel over uneven terrain, whether on or off trail, including man-made obstacles or hazards; terrain that has been altered by animals resulting

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in increased hazards such as holes in the ground into which a horse or human may step; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; wild or domestic animals and other natural or man-made hazards. Participants may be subject dangerous and unpredictable weather changes. Hazards may not be marked or visible. Activities in remote locations may be far from medical facilities, causing delays in communication, transportation, evacuation and medical care.

v. **Risks of poor judgment and decision making:** These risks include the risk that I or others, including the Released Parties, may misjudge or negligently judge my or others' capabilities, health or physical condition; misjudge or negligently judge some aspect of travel, instruction, medical treatment, weather, or terrain; or misjudge or negligently construct or maintain the premises, trails, or other obstacles for use by participants. These risks also include the potential that I or others, including the Released Parties, may act carelessly or recklessly. These risks also include the risks that the Released Parties knew or should have known that equipment or tack they provided was faulty, and that the Released Parties failed to make reasonable and prudent efforts to determine my ability to engage safely in Equestrian Activities and determine my ability to safely manage the animal provided.

vi. **Risks due to personal health:** I understand that mental and physical conditions (including use or abuse of alcohol or any prescription or non-prescription drugs), known or unknown, can increase the risks associated with Equestrian Activities. I understand that the Released Parties do not review my mental or physical conditions and cannot anticipate or eliminate risks associated with them. I represent that I do not have any mental or physical condition or other impairment that may impair my ability to safely engage in Equestrian Activities.

c. **Consequences of risks include my personal injury, my death, and damage to property including my horse:** The risks described above and other risks may result in falling; being struck by, colliding with or impacting objects, people, horses, or other animals; reacting to weather conditions or increased exertion; or becoming disoriented. These and other circumstances may cause heat or cold related conditions; heart or lung complications; broken bones; hospitalization, paralysis or other permanent disability; mental or emotional trauma; concussions or other head injuries; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; cuts or wounds or other injury, damage, death or loss. These risks also may result in injury or loss of my property, including my horse(s), car(s), trailer, or other personal property.

3. **Assumption of Risk. I expressly assume responsibility for all risks of Equestrian Activities as described above.** Notwithstanding these risks, I voluntarily participate. **I agree to abide by all rules and policies established by the Released Parties for participation.** If I am the Parent/Legal Guardian of a minor Participant, I permit him or her to participate in Equestrian Activities notwithstanding these risks, and I agree to discuss with him or her the nature of these activities, the risks and any rules.

4. **Personal Responsibility.** I agree that I must take responsibility for my safety and conduct around horses. I agree that **I must wear headgear meeting ASTM/SEI standards while participating in mounted Equestrian Activities**, and that I must wear other appropriate safety gear, and appropriately protective shoes and clothing while participating in any Equestrian Activities. If I use my personal equipment and safety gear or headgear, I assume full responsibility and I do not rely on the Released Parties for their selection, fit, or condition. If I use equipment provided by others, I agree that I have a responsibility to inspect the fit and condition of that equipment, and to raise any questions or concerns I may have. If I am around or work with a horse provided by the Released Parties, I agree that I have a responsibility to make known to them the extent of my ability and prior experience with horses and to raise any questions or concerns I may have about the appropriateness of the match with a particular horse. If I use my own horse, I represent that my horse's manner and physical condition are adequate for me to participate safely in Equestrian Activities, and I understand that the Released Parties have made no assessment of me or my horse's suitability for my riding skill or for the obstacles or the land I choose to ride on. I am responsible for providing my own protective supplies, such as masks or disinfectants, to protect against exposure to communicable diseases. If I have prior permission to participate in Equestrian Activities through NOCO Equine LLC but without a NOCO Equine LLC representative present, I understand that for my safety, it is my responsibility to have another individual on premises with me, and it is my responsibility to ensure that I or another individual is able to contact emergency

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responders as needed. I understand that I 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 my pockets which could cause injury in a fall. I must not make sharp loud noises, such as screaming or yelling, which may scare a horse.

5. Release and Indemnity.

- a. **I agree to release and not to sue the Released Parties**, for any and all claims that I may have for injury, damage, death, or other loss (including attorney fees and costs) that is in any way connected with any Participant's or other participant's participation in Equestrian Activities. I understand that I am agreeing to waive all claims I may have against the Released Parties; agreeing to bind my legal representative, my estate, assigns, subrogors, or anyone acting on my behalf; and agreeing that neither I nor my legal representative, my estate, assigns, subrogors or anyone acting on my behalf will make a claim against the Released Parties related to or as a result of any Participant injury, damage, death or other loss. This agreement to release and not to sue includes but is not limited to any claim (whether an investigation or claim made in a court proceeding or elsewhere) for negligence (but not gross negligence or willful or wanton misconduct), wrongful death (including claims related to response, assessment, or treatment for emergency medical or other health issues), property damage (including to any horse I own or for which I am responsible), loss of consortium, breach of contract, premises liability, and any other claims for liabilities, attorney fees, expenses or other loss of mine.
- b. **I agree to defend and indemnify (meaning I agree to protect by reimbursement or payment) the Released Parties** for any and all claims (a) that I or anyone acting on my behalf brings against them for injury, damage, death, or other loss (including attorney fees and costs) arising out of or related to my participation in Equestrian Activities; or (b) that a third party brings against the Released Parties for injury, damage, death, or other loss caused by my conduct while participating in Equestrian Activities. This agreement to defend and indemnify includes an agreement to pay any liabilities; attorney fees; associated legal expenses such as court costs, expert witness fees, and other litigation costs; and any other losses the Released Parties incur defending such claims. I agree that the Released Parties retain the right to choose counsel and direct their defense.

6. Other Provisions.

- a. This Agreement applies to all of Participants' present and future participation in Equestrian Activities.
- b. I agree that Colorado law (without regard to its "conflict of laws" rules) governs this Agreement and any dispute I have with the Released Parties arising out of or related to this Agreement, contractual or otherwise, and agree that any mediation, suit, or other proceeding must be filed or entered into only in Weld County, Colorado, or the U.S. District Court in Colorado. For any dispute not settled by informal discussion, if mediation fails to resolve the dispute, I agree that the dispute shall be submitted to binding, confidential, and non-appealable arbitration, with any threshold question of arbitrability to be decided by the arbitrator. Any arbitration award may be submitted to a court of competent jurisdiction for entry of judgment. The cost and expenses of the arbitrator shall initially be shared equally by the parties, subject to paragraph 6.e below.
- c. This Agreement contains the parties' entire agreement. No prior promise, understanding, or agreement, verbal or otherwise, exists between or binds the parties, except as expressly stated in this Agreement.
- d. This Agreement is to be interpreted and enforced to the fullest extent allowed by law. If any part of it is deemed unenforceable, the rest of it remains in full force and effect and enforceable.
- e. If I make a claim against one or more of the Released Parties for any matter arising out of or relating to this Agreement, and this matter is submitted to arbitration, or any other legal suit or proceeding, and one or more of the Released Parties is the prevailing party in the arbitration, suit, action, or other proceeding, then I will be required to and agree to pay the Released Party or Parties, in addition to all other damages to which they may be entitled, their costs incurred in conducting the suit, arbitration, or proceeding, including reasonable attorney fees and all associated legal expenses, such as court costs, expert witness fees, and other related costs.

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- 7. I have had the opportunity to ask questions about this Agreement and the risks of participating in Equestrian Activities. I have carefully read, and I understand and voluntarily sign this Agreement.
- 8. **Medical Expenses/Authorization to Obtain 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 in the event of an accident or injury.
- 9. **Media Release. *Select one:***

_____ **YES** or _____ **NO:** If “Yes” is selected, I grant the Released Parties the right, without compensation, to photograph, videotape, and/or record the Participants, and the right to use those images and recordings in publicly disseminated information and materials in any medium, including but not limited to print, internet, social media, radio, or television. I release the Released Parties from any and all liability related to such use.

A parent or legal guardian must sign on behalf of a participant under age 18 or who otherwise has a legal guardian. By signing as Parent/Legal Guardian, I represent that I am the parent or legal guardian of the Participant first listed below, and that I am signing not only for that Participant but also for myself as a Participant.

Participant Name	Participant Signature <i>(must sign if age 18 or older)</i>	Date	Date of Birth
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Parent/Legal Guardian Name & Relationship to Minor	Parent/Legal Guardian Signature <i>(signing as Participant and as Parent/Legal Guardian)</i>	Date
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Parent/Legal Guardian Name & Relationship to Minor	Parent/Legal Guardian Signature <i>(signing as Participant and as Parent/Legal Guardian)</i>	Date
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Email: _____ Phone: _____

Participant Address:	Address of Parent/Legal Guardian (if different):
_____	_____
_____	_____

Emergency Contact (Name and Phone): _____

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