

WAIVER OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

On Track Horsemanship- Instruction, Training, Riding, Driving

IN CONSIDERATION of receiving permission to participate in On Track Horsemanship horseback riding, instruction, training, and driving,

I, _____ (PRINT PARTICIPANT'S NAME), hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Kate Thomas, or others d.b.a. On Track Horsemanship or their relatives or owners of property used in connection thereof (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, however caused, while participating in said Program, or while in, or upon any premises where said Program is being conducted.

I am fully aware of risks and hazards connected with participating in the activities with horses. I acknowledge that horses are unpredictable and potentially dangerous animals. I understand RELEASEES provides only limited, restricted or no insurance coverage. I understand that such self-insurance may not at all provide coverage to me for any injury, loss or damage suffered while participating in said program. I hereby elect to voluntarily participate in said Program, and to enter the above-named premises and engage in such activity, knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, a result of being engaged in such activity, however caused.

I understand and agree that the RELEASEES have permission to authorize emergency medical treatment for me if I am injured and appear to be unable to arrange for and authorize such treatment myself. Furthermore, the RELEASEES assume no responsibility for any loss, damage, injury or death that might arise out of or in connection with such authorized emergency medical treatment. Moreover, I agree that I have no health related reasons or problems that would preclude or restrict participation in this activity and that I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as result of injury.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activity.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, in any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be considered in accordance with the laws of the State of Colorado.

(Over)

WARNING: Under Arizona law, an equine activity sponsor or professional is not liable for any injury to or death of a participant in equine activities resulting from the inherent risks of equine activities. Code of Arizona 12-553.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the forgoing Waiver of Liability and Hold Harmless Agreement, understand it and design it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

THIS IS RELEASE OF LEGAL RIGHTS AND A LEGALLY BINDING DOCUMENT. READ BEFORE SIGNING AND OBTAIN INDEPENDENT LEGAL COUNSEL IF DESIRED.

IN WITNESS WHEREOF, I have hereunto set my hand on this

_____ day of _____, 20__.

_____/_____/_____
Participant Signature Print Date

Address City/St Zip

_____/_____/_____(_____)_____
Birthday Email Address Phone

Emergency Contact Name Phone (s)

Witness Signature Print Date

If participant is under the age of 18, both (if applicable) of his or her parents or legal guardians must also sign:

I (We), _____, on this

_____ day of _____, 20__, am (are)

the parent(s) or legal guardian(s) of the participant who has signed above. I have read and understand the provisions of this document, I consent to participation in the above stated activity, and I fully enter in to and agree to the above Waiver of Liability, Assumption of Risk, Covenant not to Sue, and Hold Harmless Agreement.

Signature of Parent(s) or Legal Guardian(s)

Signature Print Date

Signature Print Date