



**RELEASE OF LIABILITY,
WAIVER OF CLAIMS,
ASSUMPTION OF RISK AGREEMENT
AND
PHOTO RELEASE**

Colorado Equine Activity Liability Act
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 3-21-119, Colorado Revised Statutes.

I. Participant Information, please print:

Name: _____

Address: _____ City/State/Zip: _____

Email address: _____

Phone Number: _____

Responsible Adult (If participant is under 18 years of age): _____

Relationship: _____

Address: _____ City/State/Zip: _____

Phone Number: _____

II. Emergency Medical Treatment

In the event emergency medical aid/treatment is required for myself or for any participant on whose behalf I sign below, due to illness or injury while participating in or in attendance at The Great Escape Mustang Sanctuary activities, I authorize GEMS to secure and retain medical treatment and transportation as needed. This authorization includes x-ray, surgery, hospitalization, medication, and any treatment procedure deemed “life saving” by the physician. This provision will only be invoked if I cannot respond or cannot be reached at the time of the emergency. I further agree to pay for such services and to release, indemnify, and hold GEMS, and all associated organizations and individuals harmless of and from any and all claims arising from such aid/treatment.

Exception. Non-Consent ____ (check only if applicable)

I do not give my consent for emergency medical aid/treatment in the case of illness or injury while participating in or in attendance at GEMS activities. In the event emergency aid/treatment is required, I wish the following procedures to be followed:

III: Photo Release

I hereby consent to and authorize the use and reproduction by GEMS of any and all photographs, audio and/or visual materials taken of me/my son/daughter/ward for promotional materials, educational activities, or for any other use for the benefit of this program. I release GEMS, their Board of Directors, management, members, agents, employees, volunteers and affiliated organizations from any and all liability in this connection and from any claim for financial benefit or compensation for such use.

yes

no

In consideration of being allowed to participate in any way in the program, related events and activities (hereafter called *the Program*), I the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this Program is significant during all phases of the activity, including the potential for permanent paralysis, disability and death. **These risks include, but are not limited to:** Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; attack or encounter with insects, reptiles and/or animals; fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; outdoor activities include, but are not limited to risks of exposure to elements, excessive heat, hypothermia, exposure to animals with the risk of them kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death. **I agree to wear any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves the RELEASEES from any liability whatsoever. (Participants/Riders under the age of 16 years old must wear safety helmets)**
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation in the Program.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I recognize that it may be necessary for the (Releasees) to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the (Releasees) right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the Program.
5. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the Program and have not been advised otherwise by a qualified medical person.
6. GEMS shall not be liable for any injury, sickness, death or theft suffered by the attendee's horse of any other cause of action arising from or connecting to the boarding of the horse or the use of GEMS facilities. Owner agrees to hold GEMS harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding, training, or for any other reason for which the horse in on GEMS property, are to be borne by Owner.

I, for myself and on the behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS**, the Great Escape Mustang Sanctuary, its officials, agents, owners, operators, employees, officers, directors, visitors, volunteers, successors, and the owners of any premises on which GEMS carries out any horse activity, the owners and lessees of any horses, and the insurers of all such persons or entities, (collectively "Releasees") of and from all claims, demands, losses, causes of action and legal liability of any kind, now existing or which may hereafter accrue, including, but not limited to releasing, waiving and discharging any claim allowed by statute, any claims for or based on negligence or carelessness of any person, and any claim for any type of **INJURY, DISABILITY, DEATH OR DAMAGE**, to myself or my property, to any person or the property of any person for whom I sign below, and, to my horse, or any horse for whom I am responsible, including any economic or non-economic losses, personal injury, disability, property damage or wrongful death, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date: _____ Signature: _____
Participant

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

Date: _____ Signature: _____
Parent/Guardian