

Registration Waiver

Denver Equestrians LLC Liability Release Form 2022

The Undersigned acknowledges that all activities at Denver Equestrians, including, without limitation, walking, grooming horses, tacking horses and horseback riding (referred to in this document as “Activities”) could be hazardous. When participating in any activity involving horses please remember that horses are unpredictable animal that can intentionally or unintentionally kick you, step on you or throw you off. Please use extreme caution when participating in the Activities. Lessons take place in the indoor arena, outdoor arena, round pen and on the 4 acres on which we reside. Riders may or may not be riding in a saddle, either English or Western, on request bareback.

I acknowledge that Denver Equestrians has Activities that involve great risk of physical injury and possibly death. I recognize there are risks including, without limitation, falls, impacts, man-made and natural objects, other individuals, varying weather conditions, uneven and irregular terrain which create difficult walking and riding conditions. I further understand that I freely and expressly assume and accept all risk of injury, death or damage to my person and property associated with participating in Activities at Denver Equestrians.

In consideration of receiving permission to take part in any Activities through Denver Equestrians and the released parties I agree to defend, indemnify, release and hold harmless Denver Equestrians and its employees, shareholders, members, directors, officers, contractors, agents, representatives and assigns (the “Released Parties”) from any and all liability, claims, demands, actions and causes of action out of or related to any injury to persons or property, including death, property damage, or loss sustained in connection with my participation in Activities at Denver Equestrians, including those claims based on negligence or breach of warranty by any of the Released Parties. I also agree to defend, indemnify and hold harmless the Released Parties for any and all claims brought by a third party which arise from my participation in any Activities.

Any equipment or animals used by me in connection with Activities at Denver Equestrians are accepted “AS IS” condition and I accept full responsibility for the care of the equipment while in my possession. I understand and agree that I am responsible for the full replacement value of any equipment or horse not returned and I agree to pay for any damage to the equipment that exceeds normal wear and tear.

I represent and warrant that I, the rider, am in good health and have no problems that hinder my ability to safely participate in Activities. If I am signing this liability release on behalf of a minor (less than 18 years of age) (“the Child”) the Child shall be bound by all terms of this release of liability and I represent and warrant that I am the parent and/or legal guardian of such Child and that the Child is in good health and there are no special problems with the care of the Child.

I accept responsibility and agree to indemnify and hold harmless the Released Parties against and from all the Child’s medical expenses incurred in connection with the activity. I agree to defend, indemnify and hold harmless the Released Parties against and from any and all claims brought

by the Child, and I agree to defend, indemnify and hold harmless the Released Parties for any and all claims brought by a third party arising in connection the Child's participation in the Activities at Denver Equestrians or through the Released Parties.

I authorize a licensed physician, dentist, and or other medical care provider to carry out any emergency medical care of the Child or myself, and I agree to pay all cost associated with such medical treatment and related transport of the Child or myself.

I understand that an adult must accompany children under the age of 12 at all times. If I am signing this liability release on behalf of a minor (less than 18 years of age) ("the Child") the Child shall be bound by all terms of this release of liability and I represent and warrant that I am the parent and/or legal guardian of such Child and that the Child is in good health and there are no special problems with the care of the Child.

I understand that, if I invite or allow my friends, family, or other persons ("Guests" defined as persons not named on this release form) to participate in the Activities I assume, on such Guest's behalf, all risks associated with participating in the Activities at Denver Equestrians or through the Released Parties. Additionally, I agree to defend, indemnify and hold harmless the Released Parties from and against any claim whatsoever, whether present or future, brought by any of my Guests in connection with the Activities at Denver Equestrians or through the Released Parties.

This release of liability supersedes any other agreement or representations by or between the parties and is governed by the laws of the State of Colorado and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law. I agree that exclusive jurisdiction and venue for any legal action shall be in the district court of Jefferson County, Colorado or the federal court of the State of Colorado. If any part of this agreement is determined to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

It is the Undersigned's intent that this release of liability shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned. Under Colorado law, an equine professional is not liable for any injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 13-21-119 Colorado Revised Statutes.

COVID-19 Release and Warranty Agreement:

In consideration of my participation in any equine or other activities of any type whatsoever ("Equine Activities") conducted, allowed, or sponsored by Denver Equestrians, LLC ("Denver Equestrians"), I, on behalf of myself, my representatives, assigns, heirs, spouse, children, and agents, hereby agree as follows:

WARRANTY

- Follow all additional Safety Guidelines issued or promulgated by Denver Equestrians, Jefferson County and/or other authorized state health departments and authorities.

RELEASE

1. Release. I hereby voluntarily release and forever discharge Denver Equestrians and any of its parent, sister, subsidiary or related companies or entities and their directors, officers, owners, members, guests, family members, employees, agents, servants, guides, and any affiliates or representatives thereof, from any and all liability, claims, demands, actions or rights of action, which are in any way related to my participation in any Equine Activities. The release contained herein includes, without limitation, the release of any and all claims, demands, actions, damages or injuries I may incur or suffer as a result of the exposure to or contraction of any disease or condition including COVID-19.
2. Entire Agreement. I understand that this is the entire agreement between the parties, and it cannot be modified, except in a writing signed by all parties.
3. Governing Law. This Agreement shall be construed and governed by the laws of the state of Colorado. In the event there is any action to enforce this Agreement or to seek legal remedies thereunder, I agree to the exclusive jurisdiction and venue of the County or District Court for the County of Jefferson, Colorado. The prevailing party in any such action shall be entitled to recover all costs, expenses and attorney fees incurred therein. I HEREBY KNOWINGLY WAIVE ANY RIGHT I MAY HAVE TO A JURY TRIAL.

IN WITNESS WHEREOF, I have executed this Release and Warranty Agreement effective as noted by my electronic signature for myself and/or my child.

I have read and understand this release of liability and its contents. I represent that I am 18 years of age. I am aware that this release of liability and I sign it of my own free will.

I have read and agree to the Registration Waiver

Signature _____

Printed Name _____

Date _____

Use of Photos for Facility Marketing

I grant Denver Equestrians the right to take photographs of my child. I authorize Denver Equestrians, it's assigns, and transferees to copyright, use, and publish the same in print and/or electronically. I agree that Denver Equestrians may use such photographs of my child with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I have read and understand the above.

Yes, I give permission to use my child's photo for marketing purposes.

No, I don't give permission to use my child's photo for marketing purposes.