

# Release of Liability and Facility Policies

## Release of Liability and Assumption of Risk

The individual named below (referred to as “I” or “me” or the “**Participant**”) desires to enter upon the premises of Promise Ranch Therapeutic Riding (“**PRTR**”), a Colorado nonprofit corporation, and to engage in the Activity (as defined herein). As lawful consideration for being permitted by PRTR to enter upon its premises and participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

### **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.**

1. The Activity. I desire to enter upon the premises of PRTR in order to: *(select all that apply)*

- Participate in Adaptive/Therapeutic Riding Lessons, Equine Facilitated Learning, or other mounted or unmounted Therapies or similar services
  - Visit the PRTR premises without participating in any activities or receiving any services from PRTR
  - Provide volunteer services for PRTR
  - Other:
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The activities described above, inclusive of any services provided by PRTR or its employees, volunteers, agents, or representatives associated with those activities, are collectively referred to herein as the “**Activity**”.

2. Acknowledgement of Risk. I understand and acknowledge:

(a) that the Activity, including, without limitation, my mere presence at the PRTR premises whether or not any services are being provided to me, is an inherently dangerous activity due to the presence of horses and other domestic and wild animals, the presence of hazardous equipment and materials, the remote location of the PRTR premises, and other factors, without limitation;

(b) that engaging in the Activity necessarily creates a risk of serious injury, death, and/or property damage;

(c) without limiting the foregoing, that with respect to equine activities, as defined by C.R.S. §

15-21-119, equine activities are inherently dangerous and that no amount of care, caution, instruction, or supervision can eliminate such risks and dangers, known or unknown, which dangers include but are not limited to:

(i) the propensity of the equine to behave in ways that may result in injury, harm, or death to persons on or around the equine, which propensities include but are not limited to kicking, biting, striking, stomping, stumbling, rearing, and bucking;

(ii) the unpredictability of the equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals, and environmental conditions such as weather;

(iii) the susceptibility of equines to certain hazards such as surface or subsurface conditions;

(iv) the possibility of collisions with other equines or objects;

(v) the potential for tack and/or other equipment to fail, resulting in falling or loss of control;

(vi) and the potential for a Participant to act in a negligent manner that may contribute to injury to the Participant or others, such as failing to maintain control over the animal or not acting within his or her ability;

(d) that any injuries that I sustain may be compounded by emergency response or rescue operations and by other factors not in the control of PRTR; and

(e) that I am entering the PRTR premises and participating in the Activity voluntarily and with full knowledge of the risks and dangers involved.

3. Assumption of Risk. Despite the dangers and risks described and acknowledged herein, I feel that the possible benefits of equine activities are greater than and outweigh all risks assumed. I fully understand and acknowledge that observing and/or participating in the Activity may not only involve risk of serious injury or death, economic loss, property damage or loss that may result from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others and/or the condition of equipment, the premises, or other property, and I voluntarily agree to assume this risk.

4. Waiver and Release of Liability. I hereby expressly waive and release any and all claims, now known or hereafter known, against PRTR and its officers, directors, employees, agents, volunteers, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), whether on account of injury, death, property damage, or otherwise, arising out of or attributable to my participation in the Activities and my presence on the PRTR premises, whether arising out of the negligence of PRTR or any Releasees or otherwise. I covenant not to make or bring any such claim against PRTR or any other Releasee, and forever release and discharge PRTR and all other Releasees from liability under such claims. I shall defend, indemnify, and hold harmless PRTR and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against such indemnified party and arising out of or resulting from any claim of any third party related my participation in the Activities or my presence at the PRTR premises.

5. Safety Equipment and Instruction. I acknowledge that PRTR maintains strict policies for the use of helmets and other safety equipment appropriate for the Activity. I agree that I will use safety equipment as I may be directed by PRTR's representatives, therapists, and volunteers, at all times during my presence on the PRTR premises and/or during my participation in the Activity. Without limiting the foregoing, I agree that if the Activity involves the use or presence of horses, I will at all times wear protective headgear that meets or exceeds the quality standards of the SEI Certified/ASTM Standard F 1163 equestrian helmet. Furthermore, I

agree and acknowledge that my safety and security, and the safety and security of others present on the PRTR premises, are dependent upon me following the express instruction and direction of PRTR's representatives, therapists, and volunteers, as relating to the conduct of the Activity, and I represent that I will follow all such reasonable instruction and direction to the best of my ability.

6. Effect of Signature by Guardian. If this Agreement is executed on my behalf by a person purporting to be my guardian or otherwise having the authority to enter into agreements on my behalf, such person shall be deemed to have entered into this Agreement both on my behalf and also in his or her own separate capacity, and all of the provisions hereof shall be deemed to bind both me and such other person. By signing this agreement, such guardian or person is representing and warranting that he or she has such authority to enter into this Agreement on my behalf and also that he or she agrees to be bound by its terms.

7. Miscellaneous. This Agreement constitutes the sole and entire agreement of PRTR and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their and my respective successors and assigns (including successor guardians or successor conservators of mine). All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Douglas County, Colorado and I hereby consent to the exclusive jurisdiction of such courts.

### **Promise Ranch Facility Policies**

1. Ranch Hours are: Monday – Saturday from 9am to 6pm; exceptions are made for late sessions, clinics, or workshops.
2. Please do not 'visit' the ranch without a scheduled appointment.
3. Drive slowly (5 mph or less) while on Promise Ranch Property.
4. NO SMOKING, no exceptions.
5. NO WEAPONS, no exceptions.
6. Drugs and Alcohol are prohibited; being under the influence of drugs or alcohol while on PRTR property will result in client dismissal.
7. ONLY service dogs are allowed; dogs must be on leash and supervised at all times.
8. Clean up after yourself, your children, and your dog. Trash should go in the trash or recycling containers provided.
9. Do not feed any horses without permission from a staff member.
10. Keep all gates closed at all times.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, pages 1-3 of PRTR Release of Liability and Assumption of Risk and Facility Policies AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**PARTICIPANT:**

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

**GUARDIAN OF PARTICIPANT (as applicable) AND WITNESS:**

*Guardian:*

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Witness:*

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

**Received by Promise Ranch Staff:**