

Spectrum

Equestrian Center

Release and Waiver of Liability and Indemnity Agreement

With the knowledge that the undersigned is undertaking to walk, ride and control a horse on natural rough terrain, an inherently dangerous activity, the undersigned:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ELISABETH CARVALHO, from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the undersigned person, the person's horse, or any type of property or resulting in the death of the undersigned, whether caused by the negligence of the RELEASEE or otherwise while the undersigned is walking, riding, or standing in the proximity to (whether under the instruction or supervision of the RELEASEE or not) any horse or property (whether owned by the RELEASEE or not).
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEE from any loss, liability, damage, or cost they may incur due to the inherently dangerous activity described hereinabove, whether caused by the negligence of RELEASEE or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OR BODILY INJURY, DEATH OR PROPERTY DAMAGE INCLUDING ANY DAMAGE TO AN ANIMAL, due to negligence of RELEASEE, or otherwise participating in the inherently dangerous activities described hereinabove.
4. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES UNDERTAKEN BY THE UNDERSIGNED AS CONTEMPLATED ABOVE ARE DANGEROUS and involve the risk of serious bodily injury and/ or death and/ or property damage. The undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion hereof is held invalid, then the remainder of this Release, Waiver and Indemnity Agreement shall, notwithstanding, continue in full force and effect.
5. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and expressly acknowledges that no insurance coverage of any kind is provided, included or guaranteed by RELEASEE. The undersigned expressly acknowledges that no oral representations, statements or inducements apart from the foregoing written agreement have been made.
6. WARNING: Under Colorado Law, an equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to CRS 13- 21- 119.

Print Name of Rider

Date

Signature of Rider

I am signing as the parent of Rider (Parent must sign if under age of 18)