

**BRECKENRIDGE STABLES**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

This document limits your legal rights; read it carefully and understand it before you sign.

PRINT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

BEST TELEPHONE NUMBER FOR TODAY (\_\_\_\_\_) \_\_\_\_\_

HOME PHONE: (\_\_\_\_\_) \_\_\_\_\_

DRIVER'S LICENSE NO. AND STATE: \_\_\_\_\_

MINORS WHO ARE ENAGING IN EQUINE ACTIVITIES WITH ME TODAY:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

I agree as follows:

**DISCLOSURE OF RISKS.** I am aware that today's activities involving horses ("Equine Activity") are inherently risky and could result in injury, illness, or property damage to me, the Minors, and others. These risks include but are not limited to: 1. the propensity of a horse to sometimes behave in ways that may result in injury, harm, or death to persons on or around them; 2. the unpredictability of the horse's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other horses; 3. the potential for me to act in a negligent manner that may contribute to an injury to me or other; 4. failing to maintain control over the horse or not acting within my ability; 5. equipment failure; 6. my physical condition; 7. the possibility of being thrown from, stepped on, bitten by, falling from or kicked by a horse; 8. variable weather and environmental conditions; 9. the possibility of being thrown from, run into or over by, or being knocked against a carriage, cart, or sleigh, or of the carriage, cart, or sleigh, or its occupants, being hit by a natural or manmade object.

I voluntarily assume the risk of any injury to me, the Minors, and the property of others which may result from our Equine Activities, whether known or unknown. This assumption of risk includes the risk of injury or harm that may be caused by the negligent acts or omissions of third parties including, but not limited to, Breckenridge Stables and its staff. In consideration and exchange for participating in the Equine Activity, I voluntarily release and discharge Breckenridge Stables from all liability, claims, demands or causes of action that are related to arise from, or are in any way connected with my participation in this Equine Activity.

**INSURANCE AND PHYSICAL CONDITION.** Breckenridge Stables is not providing any medical or other insurance benefits for me. I have no physical condition, mental condition, disability, impairment, or injury that would make it dangerous for me to participate in this Equine Activity. I have not used any alcohol or drugs that would impair my ability to engage safely in this Equine Activity.

**EQUIPMENT USE OR RENTAL.** I agree that I am personally responsible for the cost of repair or replacement for any damage or loss I cause to any property or equipment of Breckenridge Stables.

Initials of Adult Rider \_\_\_\_\_

**USE OF HELMET.** If I am engaging in horseback riding activity, Breckenridge Stables has advised me and any Minors riding with me to wear a helmet to help protect myself from the inherent risks of this Equine Activity and that a helmet has been made available for my use. If I or any Minor riding with me fails to wear a helmet, I assume all risk of any resulting injury.

**FEES AND COSTS.** If Breckenridge Stables retains an attorney or undertakes any action to collect any amounts due or if Breckenridge Stables initiates or is made a party to any legal action relating to my participation in any Equine Activity or arising under this agreement, I will be liable for Breckenridge Stables' reasonable attorney's fees and costs if Breckenridge Stables prevails in such action. I agree to pay all moneys due to Breckenridge Stables. My signature on this contract serves as a formal receipt agreeing to pay Breckenridge Stables in full and forfeits my right to request a refund in any amount unless approved by Breckenridge Stables. This includes chargebacks.

**VENUE.** Any claims arising from this Equine Activity will be governed by Colorado law, and any action brought under this agreement shall be commenced in a court of competent jurisdiction in Summit County, Colorado.

**EFFECT OF RELEASE AND ENTIRE AGREEMENT.** I understand and agree that by signing this agreement, I am releasing and waiving any legal right I may have to recover damages, attorney's fees, costs or any other amounts, through a lawsuit or otherwise, from Breckenridge Stables, for any injury or harm to myself or others resulting from any of the Equine Activities in which I may engage with Breckenridge Stables; further, if any part of this agreement is unenforceable, the remaining parts of the agreement shall be an enforceable contract between the parties. I have read this entire agreement, understand it, and agree to be bound by its terms.

**MINOR RIDER.** I am over the age of eighteen and will take responsibility for myself and for the Minors named above as to everything in this agreement. I understand that I am waiving certain rights that the Minor may otherwise have. I understand that if I don't take this responsibility, the Minor will not be allowed to participate in the Equine Activity.

SIGNATURE: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_ Print: \_\_\_\_\_ Date \_\_\_\_\_

**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.