



**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.

**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.

**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 OF ADULT RIDER: \_\_\_\_\_ Date \_\_\_\_\_

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SIGNATURE OF ADULT RIDER: \_\_\_\_\_ 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.**

(Rev. 11/07)