



Canterberry Stables
Release from Liability and Hold Harmless Agreement

1. This RELEASE FROM LIABILITY is made and entered into on this _____ day of _____, 20____ by and between Heidi Lanning, Josh Lanning, Sharon Carbaugh, Kevin Carbaugh, and/or Kyle Carbaugh,, hereinafter designated MANAGER, and _____ hereinafter designated RIDER; and if Rider is a minor, Rider's parent or guardian, _____. In return for the use today, and on all future days, of property, facilities, and services of the Manager/Instructor, the Rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:
2. Rider is responsible for full and complete insurance coverage on his/her horse, personal property and himself/herself.
3. Rider understands there are risks in and around equine activities.
4. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF PRESENCE UPON MANAGER/INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person
5. Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Manager/Instructor's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Manager/Instructor.
6. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. Colorado Revised Statutes 13-21-119) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
7. Rider agrees to indemnify and defend Manager/Instructor against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any arises from Rider's use of or presence upon the Manager/Instructor's property and facilities.

8. Rider agrees to abide by all of Manager/Instructor's property and facilities.
9. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Manager/Instructor reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
10. This Contract is non-assignable and non-transferable and is made and entered into the State of Colorado, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager/Instructor and Rider (and Rider's parent or guardian, if Rider is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.
11. The Undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm to horse, rider, and spectator.
12. In consideration, therefore, for the privilege of riding and working around horses on the property of Canterbury Stables, the undersigned does hereby agree to hold harmless and indemnify Sharon Carbaugh, Heidi Lanning, Kevin Carbaugh, Kyle Carbaugh and any owner of any horse used on or off the premises, and further release them from any liability or responsibility for accident damage, injury, or illness to the Undersigned or to any horse owned or stabled by the Undersigned or to any family member or spectator accompanying the Undersigned on the premises.

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.

<p><u>I UNDERSTAND THAT <i>ANY HORSE-RELATED ACTIVITY IS DANGEROUS AND CAN RESULT IN PERMANENT PHYSICAL AND/OR MENTAL DAMAGE OR DEATH.</i> I THEREFORE ASSUME ALL RISK AND RESPONSIBILITY FOR ANY INJURY TO ME OR MY CHILD.</u></p>
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I HAVE READ AND UNDERSTAND THIS AGREEMENT.

Print Name of Student Rider

Signature of Student Rider

Print Name of Parent/Guardian

Signature of Parent/Guardian

Print Name of Instructor

Signature of Instructor

Emergency Phone Number

Today's Date