

# Sunflower Equestrian Center LLC DBA Silver Quarter Acres

## Release And Indemnification 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.**

Inherent risks include, but are not limited to, the propensity of horses to behave unpredictably, collisions, surface conditions, and actions or omissions of riders. Equine activities, by their nature, present the risk of injury and/or illness that may range in severity from minor to long-term, catastrophic or death. Equine activities also present a risk of loss or damage to personal property, including horses. It is not possible to eliminate the risk to participants.

BY SIGNING THIS FORM BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND HAS SIGNED THIS AGREEMENT AS HIS/HER FREE AND VOLUNTARY ACT, AFTER HAVING THE OPPORTUNITY TO OBTAIN LEGAL COUNSEL IF DESIRED, AND WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION BY PERSONS OR PARTIES RELEASED OR THEIR REPRESENTATIVES, EXCEPT AS EXPRESSLY STATED HEREIN.

The undersigned, in consideration of being permitted to enter upon Sunflower Equestrian Center LLC DBA Silver Quarter Acres premises and/or participate in equestrian activities, on behalf of the undersigned's minor child (if applicable) and the undersigned's personal representatives, heirs, agents, assigns and successors agrees as follows: The undersigned represents that he/she is legally competent to execute this Agreement and accepts full responsibility therefore and assumes any risks associated therewith. THE UNDERSIGNED:

1. FOREVER RELEASES, REMISES, WAIVES, ACQUITS, DISCHARGES AND COVENENTS TO NOT SUE Sunflower Equestrian Center LLC DBA Silver Quarter Acres, its directors, incorporators, members, officers, owners, employees, volunteers, agents, sponsors, landlord, hereinafter referred to as "Releasees," from any and all actions, causes of action, claims, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness and liabilities whatsoever in any form or on any basis, known or unknown, suspected or unsuspected, arising from or related to, directly or indirectly, the undersigned's participation in the above-named activity.
2. AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS the Releasees against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred due to the participation by the undersigned in the above-named activity, whether caused by any act or omission of the Releasees or some other cause.
3. ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, ILLNESS, DEATH AND/OR PROPERTY DAMAGE, whether caused by the Releasees or some other cause.
4. EXPRESSLY acknowledges and agrees that participation in equine activities may be dangerous and involves the risk of serious injury, illness or death and the risk of damage to personal property.
5. EXPRESSLY agrees that this Release and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado, that the laws of the State of Colorado shall govern this Release and Indemnification Agreement, and that if a portion hereof is declared invalid or becomes inoperative for any reason, the balance shall, notwithstanding, continue in full legal force and effect.

Name of Participant: \_\_\_\_\_ Age if under 18 years of age: \_\_\_\_\_

Name of Parent and relationship to the minor child: \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Complete One Release Form per Person