

# 1 RELEASE AND HOLD HARMLESS AGREEMENT

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine.
- The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or animals.
- That there may be hazards including, but not limited to, surface or subsurface conditions.
- The possibility of a collision with another equine, another animal, a person, or an object.
- The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the Participant or to other persons, including, but not limited to failing to maintain control over equine or failing to act within the ability of the Participant.

All of the above named must understand that there are risks inherent in dealing with horses and ponies (equine activity). Some of the inherent risks include:

"Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

"Spectator" means any person in the vicinity of an equine activity whether watching the activities or simply in the area.

"Equine professional" means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or lack to a participant.

"Equine activity" means (i) equine shows, fairs, competitions, performances, parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, three-day events, combined training, rodeos, driving, pulling, cutting, working cattle, roping, penning/sorting, training and performance clinics, trail riding and western games; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or its permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

"Directly engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, but does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive or ride as a passenger upon an equine.

## DESCRIPTION OF RISKS

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 13-21-1119, Colorado Revised Statutes.

## WARNING

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

AGE: \_\_\_\_\_

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

CITY/STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

HOME: \_\_\_\_\_

CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

# RELEASE AND HOLD HARMLESS AGREEMENT

RED HAWK RANCH INC.  
 12754 US HIGHWAY 285  
 CONFER, CO 80433  
 Galen: 303-523-8698  
 Sarah: 303-829-3577



Sign (Parent/Guardian if Minor):

Date:

If under 21, the parent or guardian must read above and sign below, indicating his/her acceptance.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release and Indemnity Agreement and in consideration of Red Hawk Ranch Inc. and Tucker Black Horsemanship LLC allowing such minor entry onto its premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor. The undersigned declares under penalty of perjury under the laws of the State of Colorado, that the foregoing is true and correct.

MINORS:

In addition, I, \_\_\_\_\_ (student/ rider above named for, if minor, parents/guardians) hereby grant permission and authority to Red Hawk Ranch Inc. and Tucker Black Horsemanship LLC, its officers and authorized employees to act for us in executing verbal instructions of it unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release Red Hawk Ranch Inc. and Tucker Black Horsemanship LLC, its officers, agents, employees, and owners of any property concerned, and hold harmless from liability for any injury or damage which the rider may sustain while at Red Hawk Ranch or participating in any activity sponsored by Red Hawk Ranch and Tucker Black Horsemanship LLC, and from any liability connected with obtaining prompt medical attention for the rider named above.

The terms of this release form shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties.

Participant agrees that Participant has been given sufficient time to read, and understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

I, \_\_\_\_\_, acknowledge that I have read the above statements and definitions, and hereby indemnify and hold harmless, Red Hawk Ranch Inc. and Tucker Black Horsemanship LLC, and its employees or owners from any liability arising from accidents, injury, theft, or damages to myself, my representatives, and helpers, all equipment and property, and all animals under my jurisdiction. I have received a copy of Red Hawk Ranch's Rules and Tucker Black Horsemanship's and will adhere to them strictly. This agreement shall continue for each and every visit to Red Hawk Ranch's property.

NOTICE: Wearing an ASTM/SEI approved hard hat is **REQUIRED** for all riders under 18 and is **HIGHLY RECOMMENDED** for all riders. I understand the risks of riding without a helmet and I agree to hold all parties but myself harmless for my decision if I choose not to wear one. A parent or guardian may exempt their child from this rule by initialing here & assuming all risk/liability. I decline to wear a helmet or I am allowing my child to ride without a helmet (Please initial here): \_\_\_\_\_

5- I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills and said equine professionals are responsible for any and all injuries or property damage they may cause or incur and have professional and accidental medical insurance coverage in force for such necessities.

6- I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving Red Hawk Ranch Inc. and Tucker Black Horsemanship LLC or its agents.

4- I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

3- I understand that there are risks inherent in dealing with equines as itemized above.

2- I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses, cows and dogs. Understanding those risks I hereby release that the Company, its officers, management, employees, and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse, or be a spectator at such event, at Red Hawk Ranch Inc..

1- I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Galen Phillips, Sarah Phillips, Mike Butterfield, and Ruth Butterfield, and their agents and employees, Red Hawk Ranch Inc. ("Company") and Tucker Black Horsemanship LLC, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

ACKNOWLEDGEMENT OF RISK

- Riding, jumping, showing, trail riding, and the like.
  - Routine care and feeding of the equine, including veterinary and farrier services.
  - Taveling, loading, and unloading of equine.
  - Breeding activity, both natural and artificial.
- Participants and spectators further understand the examples of the equine activity taking place at Red Hawk Ranch Inc. include but are not limited to: