



100 Marmot Drive Unit 15, Red Feather Lakes, CO 80545
(970) 231-1955

HORSE-RELATED ACTIVITY PARTICIPATION AGREEMENT, LIABILITY RELEASE AND ACKNOWLEDGEMENT OF RISK

Undersigned Rider Assumes Risks and Releases Beaver Meadows Horses LLC from all Liability, Including Negligence.

The rider, by signing his/her name at the bottom of this release, agrees that for and In consideration of the opportunity to ride a horse or horse-drawn vehicle of Beaver Meadows Horses, LLC. (hereinafter referred to as BMS) hereby agrees to pay for such a ride, and further agrees as follows:

1) That BMS, its agents, servants or employees have explained to me that BMS's duty to the public requires them to describe the nature of this service performed herein providing a horse or horse-drawn vehicle for my use, that I clearly understand the fairness and meaning of this release agreement, and I acknowledge that I have been given an opportunity to ask any questions concerning this matter:

2) That I know and understand that this horse riding or horse-drawn vehicle activity involves specific risks of property damage or personal injury to me and/or my minor child(ren) arising from approaching, handling, mounting, riding and dismounting the horse or horse-drawn vehicle and from observing or participating in this activity, including the risk that BMS or its servants, agents or employees may act negligently in selection, preparing or maintaining the horse(s), vehicle(s), equipment or premises, in assisting me and/or my minor child(ren) to mount or dismount from the horse or horse-drawn vehicle, or otherwise supervising the activity:

But that I nevertheless intentionally agree to assume these risks:

A) Acknowledgment of risks: I acknowledge the known and inherent risks of horse-related activities include, but are not limited to the following: 1) weather conditions that may change quickly, including temperature, wind, rain and snow, lightning, fog and excessive heat and sun; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) trail conditions, including slippery and loose footing, water crossings, falling rocks, branches and timber, fences and motorized/non-motorized traffic; 4) contact with plants, insects, reptiles and wild/domestic animals; 5) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in case of injury; 6) my own physical condition and/or omissions; 7) the consumption of tainted food or drink, including exposure to polluted or contaminated water; 8) my own and other riders' attempts to exceed riding skills and/or riding in a reckless manner; 9) injury to a horse or the failure of a horse to respond to a rider's commands; 10) my own failure or that of other riders to follow the safety guidelines and commands/instructions of BMS's guides, wranglers or instructors; 11) improper use of equipment; 12) inadequate repair or maintenance of BMS's facilities and equipment; 13) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by BMS; 14) vehicular or pedestrian accident while being transported or walking to or from BMS's staging areas; and 15) error or negligence on the part of BMS and its instructors, guides, wranglers and other employees, including insufficient instruction or assistance. Furthermore, BMS's guides, wranglers and instructors have difficult jobs to perform. They seek safety, but are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction. Although BMS chooses its horses for their calm disposition and sound basic training, no horse is completely safe. Due to the unpredictability of a horse's behavior, no warranty of any kind, express or implied, is made as to habits, disposition, suitability, nature or physical condition of any horse.

B) Condition of nature: I understand that BMS is not responsible for acts, occurrences or elements of nature (either in whole or in part) that can scare a horse, cause it or its rider to fall or react in an unsafe manner. Such acts, occurrences or elements of nature include, but are not limited to: 1) lightning; 2) wind and wind-driven objects; 3) rain; 4) water; 5) wild/domestic animals, insects and reptiles which may walk, crawl, run or fly near, or may bite or sting, a horse and/or rider; 6) uneven or unstable footing on outdoor trails or raw land that is subject to change due to weather, temperature, water and natural and man-made changes in the landscape.

3) That I hereby release and forever discharge BMS, its agents, servants or employees from all present and future claims arising from personal injury or property damage sustained by me and/or my minor child(ren) during the use of the horse or horse-drawn vehicle of BMS, whether or not loss, damage or injury resulted from the negligence of BMS, its agents, servants or employees and BMS's failure to use due care, either in its training methods or in its furnishing safe equipment, and I assume all risks related to horseback riding, horse-related activities and/or riding in horse-drawn vehicles.

4) That I waive my right to file and promise not to file any legal proceedings against BMS, its agents, servants or employees for any personal injury or property damage sustained by me and/or my minor child(ren) during this activity, including damage arising out of negligence by BMS, its agents, servants or employees:

5) That I sign this release agreement for and in consideration of the agreed price, and I hereby request BMS, its agents, servants or employees to choose for me and or my minor child(ren) a horse or a horse drawn vehicle for the purpose of riding the same, knowing that BMS, its agents, servants or employees are relying upon this release agreement and the information that I have given to them concerning my experience and/or that of my minor child(ren) with horses and horse-drawn vehicles including the potential hazards involved:

6) That I have read the foregoing release and being of sound mind and an adult, sign it freely with full knowledge of its meaning and content.

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.

Ride/Activity will take place this _____ day of _____ 20____. *Helmets available

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

EMAIL: _____

(if you wish to get our newsletter and coupons. We will never give your email address to a third party!)

Type of Ride: _____ Number in Party: _____ Rate per person: _____

PLEASE REMEMBER: If you liked your ride, kiss your horse and tip your guide!

Signature Printed Name Date

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