

Shane Brown

PERFORMANCE HORSES

RELEASE OF LIABILITY

BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO RELEASE SHANE BROWN PERFORMANCE HORSES, ITS MEMBERS, AGENTS, AND EMPLOYEES FROM LIABILITY. PLEASE READ THIS DOCUMENT BEFORE SIGNING IT.

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 inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

1. I acknowledge that the use, handling and riding of a horse involves a risk of serious physical injury or death to any individual undertaking such activities, and that a horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright which, likewise, is an inherent risk assumed by a horseback rider. I further acknowledge that horseback riding involves a risk of injury or death, which may be caused or contributed to by rugged or uneven terrain, natural or man-made conditions or obstacles, and other riders and animals, and that these are also inherent risks assumed by a horseback rider. In addition, I understand that there may be other risks inherent in these activities of which I may not be presently aware. By signing this Release, I expressly assume these risks, whether such risks are known or unknown to me at this time.
2. I understand and acknowledge that the wearing of a helmet or other protective headgear may decrease the possibility or severity of injuries to my minor children and me.
3. On behalf of myself and my minor children, I hereby release and forever discharge Shane Brown Performance Horses, its members, employees, agents and representatives (hereinafter referred to as SBPH) of and from any and all liability whatsoever for any personal injury, death or property damage sustained by me or my minor children arising from the use, handling or riding of a horse, whether or not the loss or damage results from the negligence of SBPH. On behalf of myself and my minor children, I voluntarily waive and relinquish any and all present and future claims for negligence, pain and suffering, wrongful death or breach of warranty, arising directly or indirectly from the participation by me or my children in any activities associated with the use, handling, or riding of a horse.
4. I agree to indemnify and hold SBPH harmless from liability resulting from physical injury to others, or for property damage, which results from use, handling, or riding of a horse at SBPH's property or horseback riding equipment. On behalf of myself and my minor children, I further agree to protect, hold harmless and indemnify SBPH of and from any and all costs, medical expenses, attorney fees, claims, demands, lawsuits or other monetary damages incurred by or assessed against SBPH arising in any other way from the use handling or riding of a horse by me or my minor children. I agree to pay all costs and attorney's fees incurred by SBPH in connection with any lawsuit or legal proceeding which my minor children or I may bring contrary to the terms of this Release and which is resolved in favor of SBPH.
5. I understand that if my minor children or I invite guests to engage in the use, handling or riding of a horse, I am responsible for insuring that all guests are informed of the terms of this Release and sign a copy of this Release before engaging in any such activities. If I fail to do so, I agree to hold harmless and indemnify SBPH for any costs and attorney fees incurred by SBPH as a result of any claims that are brought by the guests against SBPH.
6. I acknowledge that the terms of this Release shall be binding upon the members of my family or my estate, heirs, successors, legal representatives and assigns of my minor children and me. I further represent that I am at least 18 years of age, or if I am under the age of 18, that my parent or guardian has signed this form in the "Consent" section below.

I HAVE CAREFULLY READ AND UNDERSTAND THIS FULL RELEASE OF LIABILITY, AND SIGN THIS RELEASE VOLUNTARILY AND WITH FULL KNOWLEDGE AND ACCEPTANCE OF ITS CONTENTS.

Date: _____ S i g n a t u r e :

N a m e :

A d d r e s s :

If Applicable:

Phone

Number:

Names of Minor Children:

D.O.B.:

D.O.B.:

D.O.B.: