

# RCC SADDLE CLUB, INC. RELEASE & WAIVER OF LIABILITY

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between RCC SADDLE CLUB, INC, hereinafter referred to as MANAGER and \_\_\_\_\_, hereinafter referred to as RIDER, and, if Rider is a minor (under 18 years of age), Rider's parent or guardian, \_\_\_\_\_. In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Manager's instructors, officers and members; Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

**1). INHERENT RISKS AND ASSUMPTION OF RISK:** The undersigned acknowledges there are inherent risks associated with horse activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of horses or cattle to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of horses or cattle's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Rider acknowledges that horses and cattle, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time.

Rider expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence by Manager or its representatives, officers, members or employees.

**I further understand that 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.**

**2). INDEMNITY:** RIDER (OR RIDER'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGER AND THE FACILITIES LOCATED THEREON. In the event Rider is a minor, the parent or guardian shall further indemnify, defend and hold Manager harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

I, the undersigned, have read and understand the terms of the above Agreement & Release.

\_\_\_\_\_  
Signature  
Address: \_\_\_\_\_

\_\_\_\_\_  
Rider(s) Legal Name  
\_\_\_\_\_

\_\_\_\_\_  
Phone # \_\_\_\_\_

\_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature)Parent or Guardian if Rider is a Minor  
(Note: Legal Guardian may be asked to provide proof of Guardianship)

\_\_\_\_\_  
Minor(s) Full Legal Name