



## RELEASE AND WAIVER OF LIABILITY

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.  
YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING IT.**

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

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

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

I, the above-named person, being over the age of 18 years, hereby acknowledge, agree, promise and covenant with Strawberry Creek Ranch 9N, a Colorado limited liability company, (SCR 9N), as follows:

### **ACKNOWLEDGEMENT OF RISK**

I, hereby acknowledge that SCR 9N has informed me and I understand that participating in equine activities is not without risk. Certain risks are inherent in each activity and cannot be eliminated. These inherent risks can be the cause of loss or damage to my property, accidental injury, illness, or in extreme cases permanent trauma or death. SCR 9N believes it is important for me to know in advance what to expect and to be informed of the inherent risks.

Among these risks are the following: (1) the nature of the activity itself; (2) the acts or omissions, negligent in any degree, of SCR 9N, it's agents, employees, guests and invitees; (3) the acts or omissions, negligent in any degree, of other persons or entities; (4) latent or apparent defects or conditions in equipment or property supplied by SCR 9N; (5) weather; (6) use or operation, by myself or others, of equipment supplied by SCR 9N or others; (7) contact with horses, other animals and/or plants; (8) my own physical, mental or emotional condition; (9) lack of first aid, emergency treatment or other services rendered; (10) consumption of food or drink; (11) behavior, death or disease of animals. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified may occur. I also acknowledge that I fully understand the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with volunteering.

## **ACCEPTANCE OF RISK AND RESPONSIBILITY**

Being aware that this activity entails risk, I agree, covenant and promise and assume all responsibility or liability and risk for injury, death, illness, disease, or damage to property, real or personal, arising out of or in any way connected with my participation in this activity. My participation in this activity and or access to SCR 9N's property is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks. I hereby certify that I am (and/or any minor or other dependent person in my control are) fully capable of participating in this activity.

## **RELEASE**

To the fullest extent permitted by the Colorado Equine Activities Act, and other applicable laws, I hereby voluntarily release and forever discharge SCR 9N, its agents, managers, members, employees, and all other affiliates, from any and all liability, claims, including reasonable attorney's fees and costs incurred, demands, actions or rights of action, loss, damages, injury to persons or property, inclusive of horses, which are related to, arising out of or in any way connected with my (and/or any minor or other dependent person in my control) access and participation in activities on SCR 9N's property, storage of my property on SCR 9N's property, use of SCR 9N's equipment, water, feed and /or facilities, and the negligent acts or omissions of SCR 9N and its agents and employees.

I further agree, promise and covenant to waive any and all rights, claims, causes of action or rights to a certain claim which I may have or acquire (and/or any minor or other dependent person in my control has or may acquire) against SCR 9N. I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against SCR 9N, its agents, managers, members, employees, and all other affiliates, for any injury, death, illness or disease, or damage to my property, inclusive of horses, arising out of or in any way connected with my (and/or any minor or other dependent person in my control) access and participation in activities on SCR 9N's property, storage of my property on SCR 9N's property, use of SCR 9N's equipment, water, feed and/or facilities, and the negligent acts or omissions of SCR 9N and its agents and employees.

## **ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT**

I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I (and/or any minor or other dependent person in my control) might otherwise be entitled to assert or maintain against SCR 9N, its agents, managers, members, employees, and all other affiliates.

## GENERAL TERMS

1. I understand that this Release cannot be modified or changed in any way by the representations or statements of any employee or agent of SCR 9N, or by me, except in a writing signed by the parties.
2. This Release shall be governed by and construed under the laws of the State of Colorado.
3. This Release contains the entire agreement of the parties, and no representations or promises not contained herein shall be binding or enforceable. This Release shall be binding upon my heirs, personal representatives, successors, assigns, minors and/or other dependent persons in my control.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Riders Name

\_\_\_\_\_  
SIGNATURE of Rider/Owner/Trainer or Parent/Guardian  
If rider is a minor.

Date: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Witness

Date: \_\_\_\_\_