



**SaddleUp! Foundation**  
11152 East Daley Circle  
Parker, Colorado 80134  
P: 303.788.1666 F: 303.788.1886

## RELEASE, INDEMNIFICATION, ASSUMPTION OF RISK AND CERTIFICATION

In consideration of my participation in any equine, equine transportation, or other activities of any type whatsoever ("Equine Activities") conducted, contracted for, allowed or sponsored by SaddleUp! Foundation, a Colorado non-profit corporation ("SaddleUp"), on behalf of myself, my representatives, assigns, heirs, spouse, children and agents, hereby agree as follows:

- 1. Release.** I hereby voluntarily release and forever discharge SaddleUp and any of its directors, officers, owners, guests, employees, agents, servants, guides, independent contractors, volunteers, and any affiliates of representatives thereof, from any and all liability, claims, demands, actions or rights of action, which are in any way related to my participation in any Equine Activities. The release contained herein includes, without limitation, the release of any physician or non-physician who provides any first aid, emergency or other healthcare services to me in connection with Equine Activities, and the release of any veterinarian or non-veterinarian who provides first aid, emergency or other services for my horse or mount. The release contained herein also includes, without limitation, the release of any landowner upon whose property Equine Activities are conducted, any owner of an equine utilized in the Equine Activities and includes my participation in exhibitions, lessons, shows and clinics and while traveling to said exhibitions, lessons, shows and clinics.
- 2. Indemnification.** I further agree to defend, hold harmless and indemnify SaddleUp for any and all injuries, damages and costs, including attorneys' fees, incurred in connection with any claims which may be brought against SaddleUp by any third party in connection with my participation in Equine Activities.
- 3. Certification.** I hereby certify that I have no physical or mental condition(s) and that I am not and will not become under the influence of any medications, drugs or alcohol which in any way impair my ability to safely engage in Equine Activities.
- 4. Representations.** I represent that, to the best of my knowledge, my riding skills and physical condition and that of my horse, if I provide my own horse, are adequate to participate safely in Equine Activities and that no physician or veterinarian has advised me against such participation.
- 5. Acknowledgment.** I understand and acknowledge that no medical insurance benefits will be provided to me by SaddleUp. I certify that I have sufficient health, accident and liability insurance to cover, or that I am capable of personally paying for, and will pay for, any medical expenses, emergency transportation expenses and any bodily injury or property damage I may incur and any bodily injury or property damage caused to any third party as a result of my participation in Equine Activities.
- 6. Helmets.** I agree that I have been fully warned by SaddleUp that all horse handlers and riders should obtain and wear the highest quality protective headgear which meets or exceeds all applicable quality standards for equestrian use.
- 7. Risks.** I understand and acknowledge that Equine Activities involve certain known and unknown risks which could result in injury, death, illness, disease or other damage to me, SaddleUp or to third parties. Among these risks are: (I) the nature of the activity itself; (2) the acts, omissions or negligence of me, SaddleUp or others; (3) latent or apparent defects or conditions in the equipment, tack or the property supplied by me, SaddleUp or others; (4) weather conditions; (5) contact with plants or animals; (6) my own physical condition; (7) the surface and subsurface condition of areas, roads, trails, waterways or terrain, and accidents connected with their use; (8) the first aid, emergency treatment or other services rendered; (9) the general unpredictability of equines and their propensity to behave in ways that may result in injury, harm or death to persons on or around them; (10) the unpredictability of an equine's reaction of such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (II) collisions with other animals or objects; and (12) the likelihood that the risks associated with Equine Activities may increase as the Participant engages in more advanced activities. I understand and acknowledge that the above list is not complete or exhaustive, and that Equine Activities may involve other risks, known or unknown, anticipated or unanticipated.

8. **Daley Circle.** I specifically acknowledge that one of the properties on which SaddleUp's activities are conducted is at 11152 East Daley Circle, Parker, Colorado, and that the property includes a pond, play set, several dogs and other amenities. I acknowledge that I may request that the dogs be kept inside during an Equine Activity at 11152 East Daley Circle, Parker, Colorado 80134.

9. **Assumption of Risk.** Being aware that Equine Activities involve substantial risks, I expressly and knowingly agree to accept and assume all responsibility and risk for any injury, death, illness, disease or other damage to me or to my property arising from my participation in Equine Activities. I also expressly and knowingly agree to accept and assume all responsibility and risk for any injury, death, illness, disease or other damage to me or to my property arising from the pond, play set, several dogs, and other amenities at 11152 East Daley Circle, Parker, Colorado 80134.

10. **Governing Law.** This Release, Indemnification, Assumption of Risk and Certification (the "Release") shall be construed and governed by the laws of the state of Colorado. In the event there is any action to enforce this Release or to seek legal remedies thereunder, I agree to the exclusive jurisdiction and venue of the District Court for the City and County of Denver, Colorado. The prevailing party in any such action shall be entitled to recover all costs, expenses and attorneys fees incurred therein.

11. SaddleUp! Foundation maintains a herd of solid horses that are well trained and selected for their ability to function as a lesson horse. We do our best to match our horses with the ability of our students. I understand and agree that horses are prey animals by nature and while they are predictable most of the time, they can be unpredictable and dangerous in their behavior.

12. Any farm equipment can only be operated by drivers at least 16 years old and with a current driver's license.

II. **Enforceability.** The invalidity or unenforceability of any of the terms or provisions of this release shall not affect the enforceability or validity of the remainder.

**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.**

IN WITNESS WHEREOF, the parties hereto have executed this Release, Indemnification,

Assumption of Risk and Certification effective as of : [REDACTED] 200[REDACTED].

Signature of Participant: [REDACTED]

I hereby certify that I am authorized to sign this Release, Indemnification, Assumption of Risk and Certification on behalf of Participant.

Participant's Name (print) [REDACTED]

Signature of Parents or Guardians

Father: [REDACTED]

Print Name of Father: [REDACTED]

Mother: [REDACTED]

Print name of Mother: [REDACTED]

Date: [REDACTED]

I hereby certify that I am authorized to sign this Release, Indemnification, Assumption of Risk and Certification on behalf of Participant.

Signature of Parent or Guardian: [REDACTED] Print Name: [REDACTED]