



The
Four Winds

2504 N. Shields
Fort Collins, CO 80524

"Keeping Up With the Winds of Change"

Release of Liability

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.

Participant's Name _____ Age _____ # Times Ridden _____

Address in full _____

Parent/Guardian, if Participant is a minor _____

Home Phone _____ Work Phone _____ Cell Phone _____

Emergency contact (If participant is a minor, provide emergency contact in addition to parent/guardian)

Name _____ Phone _____

Are there any special considerations (medical, physical, mental, disabilities, or other concerns) which may affect Participant's ability or that we need to be aware of?

___ NO ___ YES If YES, please explain or describe:

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this agreement below, I, _____ (participant/legal guardian of minor/ward) agree that _____ (participant's name) is participating in an equine activity and acknowledges the inherent risks therein. Further, I, for myself and on behalf of any child and/or legal ward, heirs, administrators, personal representatives or assigns release The Four Winds of 2504 N Shields St, Fort Collins, CO 80524, John W. Throckmorton and The Four Winds Lessons and Training LLC, their owners, officers, directors, representatives, assigns, heirs, employees, volunteers, subcontractors, the owners and lessees of any horses used in said equine activity, and any person or organization associated with the equine activity (collectively the "Stable") of any and all liability or injury to the participant or anyone in my party, my property or my horse or any horse for which I am responsible while engaging in any equine activity, including but not limited to, riding, lessons, horse shows, boarding or other activities associated with the Stable, or being on any premises owned by or associated with the Stable, all as further set forth below.

- _____ a. **Horses are Inherently Dangerous.** I acknowledge that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large animals which act in unexpected and unpredictable ways

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which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter the situation. Inherent risks may include, but are not limited to: a horse spooking, running away, sudden change in direction, kicking, bucking, rearing, tripping, falling, biting, nipping, head tossing; getting stepped on or pushed over by a horse; saddle slippage, tack or equipment failure or breakage; falling or getting bucked off; foreseen or unforeseen ground conditions, and domestic animals or wildlife contributing to a reaction by a horse. I further agree and understand that the Stable cannot control the horses it boards.

- _____ b. **I am Responsible for my own Conduct and That of my Horse.** I agree and understand that I will ride and handle the horse, and will conduct myself, at my own risk while I am on the Stable's property.
- _____ c. **Helmets and Safety Gear.** I acknowledge and understand that it is the recommendation of the Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. I acknowledge that the choice not to wear a helmet or use safety gear is my decision solely and my own choice. I further state by signing below, that I am aware that by choosing not to wear a helmet or use safety gear that I risk injury that may be permanent or cause death that may have been prevented.
- _____ d. **Death or Injury to Horse.** The Stable will not be held responsible for injury or death of any horse absent gross or willful negligence on their part.
- _____ e. **FURTHER RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK.** I agree that in consideration of allowing my participation in an equine activity under the terms of this agreement, the Stable is released from all claims, demands, causes of action and legal liability, whether known or unknown, anticipated or unanticipated, due to the Stable's ordinary negligence; and I further agree that except in the event of the Stable's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation against the Stable for any economic and non-economic losses due to bodily injury, death, or property damage sustained by me and/or my minor child and/or legal ward and/or my horse or any horse for which I am responsible, in relation to the premises and any operations of the Stable, including riding, lessons, handling, or otherwise being near horses owned by or in the care, custody and control of the Stable, whether on or off the premises of the Stable.
- _____ f. **HOLD HARMLESS, DEFEND AND INDEMNIFY.** I also agree to defend, indemnify, save and hold harmless the Stable from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with my use of the Stable, my presence at the Stable's facilities, the conduct of, use or access to my horse or any horse for which I am responsible, or my or my agents' actions, breaches, failures, or omissions as they may relate to or arise out of any equine activity or the subject matter of this agreement.

Participant Name (printed)

Legal Guardian Name (printed)

Signature of Participant (if over 18) or Legal Guardian

Date