RELEASE

UNDERSIGNED RIDER ASSUMES RISKS AND RELEASES SOMBRERO RANCHES, INC. FROM LIABILITY, INCLUDING NEGLIGENCE

THE RIDER, BY SIGNING HIS/HER NAME AT THE BOTTOM OF THIS RELEASE, AGREES THAT FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO RIDE A HORSE OR HORSE-DRAWN VEHICLE OF SOMBRERO RANCHES, INC., SOMBRERO STABLES, LLC, AND/OR SOMBRERO HUNT, LLC (HEREINAFTER CALLED SRI), HEREBY AGREES TO PAY FOR SUCH RIDE, AND FURTHER AGREES AS FOLLOWS:

(1) THAT SRI, ITS AGENTS, SERVANTS, OR EMPLOYEES, HAVE EXPLAINED TO ME THAT SRI'S DUTY TO THE PUBLIC REQUIRES THEM TO DESCRIBE THE NATURE OF THIS SERVICE PERFORMED HERE IN PROVIDING A HORSE OR HORSE-DRAWN VEHICLE FOR MY USE, THAT I CLEARLY UNDERSTAND THE FAIRNESS AND MEANING OF THIS RELEASE AGREEMENT, AND I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THIS MATTER;

(2) THAT I KNOW AND UNDERSTAND THAT THIS HORSE RIDING OR HORSE-DRAWN VEHICLE ACTIVITY INVOLVES SPECIFIC RISKS OF PROPERTY DAMAGE OR PERSONAL INJURY TO ME OR TO MY MINOR CHILDREN ARISING FROM APPROACHING, HANDLING, MOUNTING, RIDING AND DISMOUNTING THE HORSE OR HORSE-DRAWN VEHICLES AND FROM OBSERVING OR PARTICIPATING IN THIS ACTIVITY, INCLUDING THE RISK THAT SRI OR ITS SERVANTS, AGENTS OR EMPLOYEES MAY ACT **NEGLIGENTLY** IN SELECTING, PREPARING OR MAINTAINING THE HORSE(S), VEHICLE(S), EQUIPMENT OR PREMISES, IN ASSISTING ME OR MY MINOR CHILDREN TO MOUNT OR DISMOUNT FROM THE HORSE OR HORSE-DRAWN VEHICLE, OR IN OTHERWISE SUPERVISING THE ACTIVITY: **BUT THAT I NEVERTHELESS INTENTIONALLY AGREE TO ASSUME THESE RISKS**;

(3) I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY SRI THAT WE SHOULD WEAR A PROPERLY FITTED HELMET IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE THAT WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY TO WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.

(4) I HEREBY DECLARE THAT I AM PHYSICALLY FIT. I DO NOT, AND HAVE NOT, SUFFERED FROM ANY OF THE FOLLOWING CONDITIONS, WHICH I UNDERSTAND MAY LEAD TO A DANGEROUS SITUATION WITH REGARD TO OTHER PERSONS OR MYSELF DURING RIDING ACTIVITIES: EPILEPSY, FITS, SEVERE HEAD INJURY, RECURRENT BLACKOUTS OR GIDDINESS, DISEASE OF THE BRAIN OR NERVOUS SYSTEM, HIGH BLOOD PRESSURE, LUNG OR HEART DISEASE, RECURRENT WEAKNESS OR DISLOCATION OF ANY LIMB, DIABETES, MENTAL ILLNESS, DRUG OR ALCOHOL ADDICTION, RECENT BACK INJURY, ARTHRITIS AND SEVERE JOINT SPRAINS, CHRONIC BRONCHITIS, ASTHMA, RHEUMATIC FEVER, THYROID ADRENAL OR OTHER GLANDULAR DISORDER, RECENT BLOOD DONATION OR ANY OTHER CONDITION THAT REQUIRES THE REGULAR USE OF DRUGS. I HEREBY DECLARE THAT I HAVE NO PHYSICAL OR MENTAL CONDITION THAT SHOULD PRECLUDE ME FROM PARTICIPATING IN MY CHOSEN ACTIVITY, THAT I AM NOT PARTICIPATING AGAINST MEDICAL ADVICE OR TREATMENT AND THAT I HAVE NOT BEEN DIAGNOSED BY A REGISTERED DOCTOR AS HAVING A TERMINAL ILLNESS. I FURTHER DECLARE THAT IN THE EVENT THAT I FEEL ILL OR UNWELL, HAVE ANY PHYSICAL COMPLAINTS WHATSOEVER OR IF AN INJURY IS SUSTAINED OF ANY KIND DURING THE COURSE OF RIDING ACTIVITIES, I WILL NOTIFY THE GUIDE/EMPLOYEE OF THE INSURED IMMEDIATELY AND BEFORE MOVING AWAY FROM THE IMMEDIATE VICINITY.

(5) THAT I HEREBY RELEASE AND FOREVER DISCHARGE SRI, ITS AGENTS, SERVANTS OR EMPLOYEES FROM ALL PRESENT AND FUTURE CLAIMS ARISING FROM PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THE USE OF THE HORSE OR HORSE-DRAWN VEHICLE OF SRI, **WHETHER OR NOT LOSS, DAMAGE OR INJURY RESULTED FROM THE NEGLIGENCE OR SRI**, ITS AGENTS, SERVANTS OR EMPLOYEES AND SRI'S FAILURE TO USE DUE CARE, EITHER IN ITS TRAINING METHODS OR IN ITS FURNISHING SAFE EQUIPMENT, AND I SHALL ASSUME ALL RISKS RELATED TO HORSEBACK RIDING OR RIDING HORSE-DRAWN VEHICLES;

(6) THAT I WAIVE MY RIGHT TO FILE AND PROMISE NOT TO FILE ANY LEGAL PROCEEDINGS AGAINST SRI, ITS AGENTS, SERVANTS OR EMPLOYEES, FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THIS ACTIVITY, **INCLUDING DAMAGE ARISING OUT OF NEGLIGENCE** BY SRI, ITS AGENTS, SERVANTS OR EMPLOYEES; AND I SHALL PAY ALL COSTS AND ATTORNEYS' FEES FROM ANY LEGAL PROCEEDINGS WHICH I MAY BRING CONTRARY TO THIS AGREEMENT AND WHICH IS RESOLVED IN FAVOR OF SRI, ITS AGENTS, SERVANTS OR EMPLOYEES;

(7) THAT I SIGN THIS RELEASE AGREEMENT FOR AND IN CONSIDERATION OF THE AGREED PRICE, AND I HEREBY REQUEST SRI, ITS AGENTS, SERVANTS OR EMPLOYEES, TO CHOOSE FOR ME OR FOR MY MINOR CHILDREN A HORSE OR HORSE-DRAWN VEHICLE, FOR THE PURPOSE OF RIDING SAME, KNOWING THAT SRI, ITS AGENTS, SERVANTS OR EMPLOYEES ARE RELYING UPON THIS RELEASE AGREEMENT AND THE INFORMATION THAT I HAVE GIVEN TO THEM CONCERNING MY EXPERIENCE AND THAT OF MY MINOR CHILDREN WITH HORSES AND HORSE-DRAWN VEHICLES, INCLUDING THE POTENTIAL HAZARDS INVOLVED;

(8) **THAT I HAVE READ THE FOREGOING RELEASE, AND BEING OF SOUND MIND AND AN ADULT, SIGN IT FREELY WITH FULL KNOWLEDGE OF ITS MEANING AND CONTENT**.

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.

DATED THIS _____ DAY OF _____, 20_____.

SIGNATURES OF PERSONS EXECUTING THIS RELEASE	CHECK LEVEL OF RIDING ABILITY GOOD	FAIR	POOR	PROTECTIVE HEADGEAR REFUSAL	DECLARATION OF FITNESS TO RIDE	IF RIDER IS A MINOR, PRINT AND SIGN NAME OF RESPONSIBLE ADULT
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