



CORDILLERA EQUESTRIAN CENTER RELEASE OF LIABILITY

This Release of Liability ("Release") is given by you, _____ (*print name*) as an individual or as guardian on behalf of _____ (*print name*) who is a minor child (as applicable, "Rider" or "Guardian" or "Child"), to the Cordillera Metropolitan District ("CMD"). This release covers Rider's or Child's participation in equestrian activities, including horseback riding, instruction, training, and other activities ("Equestrian Activities") at the Cordillera Equestrian Center ("Center").

Rider/Guardian hereby knowingly forever releases, waives, discharges and covenants not to sue CMD, or any of its officers, directors, instructors, principals, agents, employees, or affiliates (hereinafter the "Released Parties") from all liability for personal injury, property damage or wrongful death, however caused, arising out of, or related to, the Equestrian Activities that Rider/Child participates in, including any training or instruction Rider/Child receives, including the negligence of the Released Parties, whether active or passive.

Rider/Guardian does hereby affirm, acknowledge, and understand that he/she has been informed that Equestrian Activities are potentially dangerous activities that involve inherent hazards and risks and no amount of care, caution, instruction or expertise can eliminate the inherent hazards and risks.

Please read and initial below to confirm your understanding:

____ Rider/Guardian understands that there are substantial risks involved in Equestrian Activities, which include but are not limited to, severe injuries that may result in permanent physical disabilities, bone and joint injuries, muscle strain/injury, brain injury, neurological damage, or death. Horses may react unpredictably to the conduct and actions of other Rider/Child and others. Horses may, without warning, kick, bite, balk, stomp, stumble, rear, bolt, fall, and/or react to sudden movements, noise, light, vehicles, persons, animals or objects. Equestrian Activities involve equipment that may break, fail, or malfunction. Riders and persons may not control their animals or ride within their abilities and cause a collision or other unpredictable consequence. Equestrian Activities may be conducted in areas where there are natural or man-made changes in the landscape, including the riding ring where objects may not be marked or hazards visible; where trails are not groomed, maintained, or monitored; where weather or temperature is changeable, unpredictable or dangerous; and where lightning, thunder, beehives, streams, creeks, fallen timber, wild animals or other natural hazards and dangers are present.

____ Rider/Guardian understands that there are other risks, hazards and dangers inherent in Equestrian Activities in a wilderness or outdoor environment. Rider/Guardian further understands that the descriptions of the risks in this Release are not complete and that there are other risks, hazards and dangers associated with Equestrian Activities that may be unknown or unanticipated.

____ Rider/Guardian understands that saddle girths (saddle fasteners around the horse's belly) may loosen during a ride. Rider/Guardian understands it is the responsibility of Rider/Child to alert the riding instructor immediately if this occurs so corrective action may be taken to avoid slippage of the saddle, potential fall from the animal, or other consequence.

____ Rider/Guardian understands that he/she has inspected the facilities and is satisfied that all conditions are reasonably safe for Rider/Guardian/Child's intended purpose and use.

____ Rider/Guardian expressly acknowledges that the horse(s) ridden by Rider/Child is/are suitable for Rider/Child's abilities and skills. Rider/Guardian expressly acknowledges that he/she has represented to CMD that Rider/Child has the proper riding skills to engage safely in riding Rider/Child's horse and has the ability to safely manage and control Rider/Child's horse. Rider/Guardian expressly acknowledges that the staff and employees of CMD are not employed for the purpose of making a reasonable or prudent inquiry concerning Rider/Child's riding ability, nor are CMD staff on the premises to ensure that Rider/Child exercises the proper standard of care around the horses or other animals.

____ Rider/Guardian expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures and therefore agrees that this Release extends to all acts of negligence, whether active or passive, by the Released Parties and is intended to be as broad and inclusive as permitted by the laws of the State of Colorado. Rider/Guardian agrees to release and forever discharge the Release Parties from Any Claims (as defined below) arising from any first aid, treatment or service rendered in connection with Rider/Child's participation in the Equestrian Activities.

____ Rider/Guardian agrees to indemnify, save and hold harmless the Released Parties and each of them from any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities ("Any Claims") by Rider/Guardian or anyone on behalf of Rider/Guardian/Child, personal representatives, estate, heirs, next of kin or assigns, arising out of or related to Equestrian Activities that Rider/Child may engage in for whatever period, whether caused by or resulting from the negligence, whether active or passive, of the Released Parties. Rider/Guardian agrees that he/she will not make Any Claims against the Released Parties as a result of any damage, injury, paralysis or death to Rider/Child or Rider/Child's property and agrees to save and hold harmless, indemnify and forever defend the Released Parties from Any Claims as a result of Rider/Child's participation in Equestrian Activities.

____ Rider/Guardian agrees that should any provision of this Release be determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed to be severed and deleted herefrom, and neither shall such provision, its severance or deletion, shall affect the validity or the remaining provisions of this Release.

____ Rider/Guardian agrees that this Release shall be governed and interpreted in accordance with the laws of the State of Colorado and that the exclusive venue for resolution of any dispute arising hereunder shall be in the Eagle County District Court.

____ Rider/Guardian hereby grants and conveys to CMD all right, title and interest in any and all photographic images or video or audio recordings made during Rider/Child's participation in activities at the Center, including but not limited to, any royalties, proceeds or other benefits derived therefrom.

____ Rider/Guardian understands that Rider/Child's use of the Center is at his/her own risk and that CMD shall not be responsible for any injuries, damages and/or consequences as described herein that Rider/Child may suffer as a result of his/her use of the Center.

RIDER/GUARDIAN HAS READ THIS RELEASE AND FULLY UNDERSTANDS ITS TERMS AND THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT. RIDER/GUARDIAN ACKNOWLEDGES THAT THERE IS INHERENT RISKS IN EQUESTRIAN ACTIVITIES FOR WHICH CMD SHALL NOT BE HELD LIABLE. RIDER/GUARDIAN HAS AGREED TO THIS RELEASE FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO RIDER/GUARDIAN AND INTENDS RIDER/GUARDIAN'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND RIDER/GUARDIAN UNDERSTANDS THAT THIS DOCUMENT REPRESENTS A LEGAL CONTRACT.

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.

Signature of Rider/Guardian

Date: _____

Accepted by Cordillera Metropolitan District:

Cordillera Equestrian Center Manager
Cordillera Metropolitan District

Date: _____