

D & B Horseback Excursions, LLC

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This document limits your legal rights; read it carefully and understand it before you sign.

RIDER NAME: _____

RIDER MAILING ADDRESS: _____

AGE _____ (No Older than 70) DOB _____

WEIGHT OVER 250# (Y) OR (N) (circle one)

TELEPHONE NUMBER (_____) _____ DRIVER'S LICENSE NO. AND STATE: _____

Does the Rider have any physical or mental condition(s) that may affect her/her safety and ability to ride a horse? (Y) OR (N) (circle one)

Medical Insurance – I/We agree that should medical treatment be required, I and or my medical insurance shall pay for ALL such incurred expenses. _____ (Initial)

Rider Medical Insurance Company is: _____

Rider Medical Policy number is _____

OR - Rider doesn't have medical insurance _____ (Initial)

RIDING ABILITY

I attest that my horseback riding ability is:

- Novice** (1st time, or haven't been riding in a long time);
- Intermediate** (Have been riding for a little while, can walk, trot, and canter);
- Experienced** (Have much experience with riding and horses and can walk, trot, canter and gallop).

AGREEMENT SCOPE AND DEFINITIONS: This agreement shall be legally binding upon me the RIDER my heirs, estate, assigns, including all personal representatives; and it shall be interpreted according to the laws of the State of Colorado and the County of El Paso. This agreement is intended to be valid and binding at all times now and in the future when D & B Horseback Excursions, LLC permits me (directly or indirectly) to be on D & B Horseback Excursions, LLC property, be near any horse, receive instruction or guidance from its associates and or when I ride and/or am near horses on or off of D & B Horseback Excursions, LLC property. Any disputes shall be litigated in, and venue shall be in El Paso County, CO. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above listed RIDER.

DISCLOSURE OF RISKS: I am aware and I Assume the risks that today's activities involving horses ("Equine Activity") are inherently risky and could result in injury, illness, death or property damage to me, and others. These risks include but are not limited to: the propensity of a horse to sometimes behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of the horse's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other horses; the potential for me to act in a negligent manner that may contribute to an injury to me or other; failing to maintain control over the horse or not acting within my ability; equipment failure; my physical condition; the possibility of being thrown from, stepped on, bitten by,

falling from or kicked by a horse; variable weather and environmental conditions; and or the possibility of being hit by a natural or manmade object.

Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. A fall from a horse will generally be at a distance of 3.5 to 5.5 feet, and impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of each other. A horse, if frightened or provoked, may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, spinning around, changing directions, and/or speed, shifting its weight, bucking, rearing, kicking, biting and/or running.

I voluntarily assume the risk of any injury to me and the property of others which may result from our Equine Activities, whether known or unknown. This assumption of risk includes the risk of injury or harm that may be caused by the negligent acts or omissions of third parties including, but not limited to, D & B Horseback Excursions, LLC and its staff. In consideration and exchange for participating in the Equine Activity, I voluntarily release and discharge D & B Horseback Excursions, LLC from all liability, claims, demands or causes of action that are related to arise from, or are in any way connected with my participation in this Equine Activity.

I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on D & B Horseback Excursions, LLC to list all possible risks.

INSURANCE AND PHYSICAL CONDITION: D & B Horseback Excursions, LLC is not providing any medical or other insurance benefits for me. I attest that I do not have any physical condition, mental condition, disability, impairment, or injury that would make it dangerous for me to participate in this Equine Activity. I have not used any alcohol or drugs that would impair my ability to engage safely in this Equine Activity.

EQUIPMENT USE OR RENTAL: I agree that I am personally responsible for the cost of repair or replacement for any damage or loss I cause due to negligence to any property or equipment of D & B Horseback Excursions, LLC. I/WE ACKNOWLEDGE THAT saddle girths (fastener straps around the horses' belly) may loosen during riding. Riders must alert the Guide of any girth looseness so action can be taken to avoid saddle slippage and the potential for rider to fall from the horse.

CARRY-ON OBJECTS AND SHARP, LOUD NOISES WARNING: I/WE ACKNOWLEDGE THAT: When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind, or bounce or make sharp or loud noises, the action of which may scare horse causing them to react in unsafe ways. Please do not carry cell phones in your back pocket, they will fall out. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses, when near or riding a horse, participants must not make sharp or loud noises, such as whistling, screaming or yelling, the sound of which may scare horse causing them to react in unsafe ways.

HELMETS: I/WE AGREE THAT: I have been fully warned and advised by D & B Horseback Excursions, LLC that protective headgear/helmet, which meets or exceeds the quality standards of SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and/or being near horse, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of

fall and other occurrences. I/WE ACKNOWLEDGE THAT: D & B Horseback Excursions, LLC has offered me protective headgear/helmet that meets or exceeds the quality standards of SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I/WE ACKNOWLEDGE THAT; Protective headgear/helmet provided by D & B Horseback Excursions, LLC may not be of perfect fit for the participant's head, and that one provided, I/WE will be responsible for securing the headgear/helmet on the Rider's head at all times. I am not relying on D & B Horseback Excursions, LLC and/or its Guide to check any headgear/helmet or strap that I may wear, or to monitor my compliance with this requirement at any time during or before the ride or in the future.

D & B HORSEBACK EXCURSIONS, LLC PROTECTIVE HEADGER/HELMET POLICY: I understand agree that D & B Horseback Excursion, LLC requires that all riders **MUST WEAR SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet**

FEES AND COSTS: If D & B Horseback Excursions, LLC retains an attorney or undertakes any action to collect any amounts due or if D & B Horseback Excursions, LLC initiates or is made a party to any legal action relating to my participation in any Equine Activity or arising under this agreement, I will be liable for D & B Horseback Excursions, LLC's reasonable attorney's fees and costs if D & B Horseback Excursions, LLC prevails in such action. I agree to pay all moneys due to D & B Horseback Excursions, LLC.

My signature on this contract serves as a formal receipt agreeing to pay D & B Horseback Excursions, LLC in full and forfeits my right to request a refund in any amount unless approved by D & B Horseback Excursions, LLC. This includes chargebacks.

VENUE: Any claims arising from this Equine Activity will be governed by Colorado law, and any action brought under this agreement shall be commenced in a court of competent jurisdiction in El Paso County, Colorado.

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.

EFFECT OF RELEASE AND ENTIRE AGREEMENT: I AGREE THAT: by signing this agreement that I attest that I am over 18 years of age and have completely read and fully understand this agreement and I am releasing and waiving any legal right I may have to recover damages, attorney's fees, costs or any other amounts, through a lawsuit or otherwise, from D & B Horseback Excursions, LLC, for any injury or harm to myself or others resulting from any of the Equine Activities in which I may engage with D & B Horseback Excursions, LLC; further, if any part of this agreement is unenforceable, the remaining parts of the agreement shall be an enforceable contract between the parties. I further agree that all the facts and statements I made in this agreement are true and accurate. I am signing this while of sound mind and not suffering from shock, or under the influence of alcohol, drugs or intoxicants.

SIGNATURE: _____

Print: _____ Date: _____