



**Blue Rose Ranch, Inc.**

Horse Rescue & Adoption

## **LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING!**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.**

**A. REGISTRATION OF VOLUNTEER/VISITOR AND AGREEMENT PURPOSE AND CONSIDERATION**

In consideration of my participation as a volunteer or visitor and the signing of this agreement, I, the following listed individual and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in activities and events at Blue Rose Ranch. This agreement shall be legally binding upon the PARTICIPANT and the parents or legal guardians thereof if a minor and Blue Rose Ranch, estate, assigns, including children and personal representatives.

**B. INFORMATION ABOUT VOLUNTEER/VISITOR**

**Name:** \_\_\_\_\_ **D.O.B.** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**C. DEFINITIONS**

The term "Blue Rose Ranch" shall herein refer to Blue Rose Ranch, Inc., Horse Rescue and Adoption, its executive directors, board of directors, instructors, volunteers and employees. The term "horseback riding" or "riding" shall herein refer to riding or otherwise handling of horses whether from the ground or mounted. The term "horse" shall herein refer to all equine species. The terms "participant" and "rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my", "participant", and "rider" shall herein refer to the above volunteer and the parents or legal guardians thereof if a minor.

**D. ACTIVITY RISK CLASSIFICATION, INHERENT RISKS AND NATURE OF THE HORSE WARNING**

Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY. There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. NO HORSE IS A COMPLETELY SAFE HORSE. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight side to side, bucking, rearing, biting, kicking, or running from perceived danger.

**E. VOLUNTEER/RIDING PARTICIPANT/VISITOR ACCEPTANCE OF RESPONSIBILITY**

**PARTICIPANT AGREES** that he/she has in some way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for the Participant. **Blue Rose Ranch** is not responsible for any property damage, injury or loss of life incurred by or as a result of any horse(s) on this premises to the Participant. **PARTICIPANT IS AWARE OF THE RISKS AND DANGERS OF THIS ACTIVITY AND AGREES TO ACCEPT RESPONSIBILITY FOR ANY AND ALL INCIDENTS OCCURRING DURING THIS ACTIVITY.**

**F. CONDITIONS OF NATURE**

Blue Rose Ranch is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain and wind. Wild and domestic animals, insects, reptiles which may walk, run, fly near, bite or sting a horse or person, and irregular footing on indoor and out of door groomed or wild land which is subject to constant change in condition according to weather, temperature, and changes in landscape.

**G. ACCIDENTAL/MEDICAL INSURANCE**

Should emergency medical treatment be required, I and/or my own medical insurance company shall pay all such incurred expenses.

**H. LIABILITY RELEASE**

In consideration of Blue Rose Ranch allowing my participation in this activity, under the terms set forth herein, I, the Participant and the parent or guardian thereof if a minor, do agree to hold harmless and release Blue Rose Ranch, its executive directors, board of directors, instructors, agents, volunteers, employees, officers, members, affiliated organizations and insurers from legal liability due to Blue Rose Ranch's ordinary negligence. I do further agree that except in the event of Blue Rose Ranch's gross and willful negligence, I shall bring no claims, demands, actions, causes of action and/or litigation against Blue Rose Ranch and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Blue Rose Ranch. This includes while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of Blue Rose Ranch or on the property of Blue Rose Ranch for any reasons.

**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 Statues.**

**POLICY ON SAFETY HELMETS**

**The use of safety helmets is required by** for all riders under the age of 18. Adults are encouraged to ride in a helmet. There are helmets available for use in the Clubhouse.

**STATEMENT OF AWARENESS**

**I/We, the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement.**

**Volunteers under the age of 18 must have Parent/Guardian Signature**

**Volunteer/Visitor (Print Name):** \_\_\_\_\_

**Volunteer/Visitor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian (Print Name):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_