

WAIVER AND RELEASE AGREEMENT

Western Slope Draft Horse Challenge

(Equine and Draft Horse Activities)

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

WARNING: Under Colorado law, an equine professional is not liable for injury to or death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to C.R.S. § 13-21-119.

ACKNOWLEDGMENT OF RISKS: I acknowledge that the use, handling and riding of a horse, draft horse, or a horse-drawn vehicle or wagon are dangerous activities that involve risks. I also acknowledge that equine facilities are areas in which dangerous activities involving risks occur. I recognize that a horse, irrespective of its training and usual past behavior, may act or react irrationally or unpredictably and with force at times based upon instinct or fright or for no apparent cause; that no warranty of any kind, express or implied, is being made as to the habits, disposition, suitability, nature or physical condition of any animal; that accidents may result from uneven or unstable ground or road surfaces, objects on the ground or roadway, traffic conditions, weather conditions, equipment failure, my ability to control or direct a horse, the speed at which I proceed, actions of other horses, riders, passengers, teamsters, or vehicles, and other foreseeable or unforeseeable events. I understand that travel with a horse or a horse-drawn vehicle in any manner may cause **SERIOUS INJURY OR DEATH** and damage or loss to personal property.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I voluntarily assume the risks inherent to the use of a horse, draft horse, wagon, buggy, fore cart, carriage, and any equipment or gear associated with the use of a horse. I expressly accept full responsibility for any personal injury, accidents or illness, death, damage to or loss to my personal property, and expenses incurred as a result of my use of a horse and the equipment or gear associated with the use of a horse.

I, being over eighteen years of age, or the legal guardian of,

_____ do hereby voluntarily and knowingly release and waive all right to recovery against
(Please print your minor child's name)

The Y Bar Hitch, LLC, Y Bar Hitch Suffolk Punch Horses, The Grand Mesa Harness Club, doing business in their names or any other names, their heirs, assigns, agents, employees, lessors, members, beneficiaries or personal representatives, jointly and singularly, and any other person, entity or organization from any and all liability or responsibility associated or related to this recreational, sporting, livestock, horse or draft horse activity, hereafter referred to as "activities". As a participant in the activities for which I have chosen to participate in, I understand and accept all responsibility and liability with respect to personal safety, health, welfare and property damage or loss which I, or my ward, may sustain as a result of my, or my ward's, participation in the horse, draft horse, livestock and recreational activities.

I understand and knowingly relinquish, release and waive any and all rights to recovery by lawsuit or other legal action, criminal or civil, for personal or property injury or harm, including death, which may have been caused by participation in these activities. Should any harm or injury occur, I accept all responsibility, including financially, for treatment and care, both long term and short term, associated with said injury including death. The Y Bar Hitch, LLC, Y Bar Suffolk Punch Horses, The Grand Mesa Harness Club, their heirs, assigns, agents, employees, lessors, members, beneficiaries or personal representatives, jointly and singularly, and any other participating person or entity hold no financial or physical responsibility or liability for the action of other participants, the performance of equipment, actions of horse, livestock or person(s) associated with the activities. Should a dispute arise and litigation result, I agree to be required to pay all attorney's fees associated with the defense and said legal action.

I understand that this release and waiver is binding and in effect as of the date of the signature below, and do knowingly and willingly, without duress or coercion, effectively and completely release and waive all the aforementioned rights and privileges, except for acts or omissions which are intentional or malicious. This release and waiver shall be binding on my heirs, assigns, special administrators, guardians, conservators, agents, and personal representatives.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AGREEMENT. I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AND A WAIVER OF VALUABLE LEGAL RIGHTS.

Date: _____ Print Name: _____ Signature: _____