

AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

1. **IN CONSIDERATION** of my being permitted to participate in any ARAPAHOE HUNT CLUB ("HUNT") Activity involving horses, any social event or any other activity conducted by the HUNT, or any member of the HUNT for the benefit of the members of the HUNT and their guests, my legal representative, assigns, heirs, guardian, spouse and next of kin, hereby release, waive, and agree not to sue, assign, subrogate or bring any claim of any kind against the HUNT, any LANDOWNER, as hereinafter defined, and any director, officer, partner, member, employee or guest of the HUNT or LANDOWNER. "LANDOWNER" shall include, but not be limited to, the COLORADO STATE BOARD OF LAND COMMISSIONERS, MARILYN AND BILL BLAUW, CHEROKEE RANCH AND CASTLE FOUNDATION, HIGHLANDS RANCH COMMUNITY ASSOCIATION, MONAGHAN FARMS, INC., SCOTT MERCER, OPEN BOX QUARTER CIRCLE RANCH, LLC, MARSHAL AND ANNE YOUNGLUND, QUARTER CIRCLE BELL RANCH, LAWRENCE AND MARIE PHIPPS III, PLUM CREEK HOLLOW FARM, RICHARD AND NANCY GOODING, and SANDWILLOW FARM, DR. BRUCE AND FAITH ALBRECHT. "LANDOWNER" shall also include the owner of any other land on which I may ride, whether intentionally or inadvertently, or be present upon, in connection with any activities sponsored by or on behalf of the HUNT. "LANDOWNER" shall further include the shareholders, partners, officers, employees, agents, spouses, heirs, lessees, tenants, and permittees of any LANDOWNER, as herein defined.

2. I fully understand that any involvement with horses, including, but not limited to, proximity to horses as a spectator can be hazardous and that participating *in any* horseback riding activities (which may include riding/jumping over fences and other obstacles, and steep and rough terrain which may contain mud, ice, snow drifts, animal burrows and holes, barbed wire in fence lines or on the ground, man-made holes and stakes and other hazards, all of which may be difficult to see), all of which may be encountered while participating in a Hunt Activity are dangerous activities which involve the risk of serious injury and/or death and/or property damage. I further acknowledge because of the location of the activities where the activity is held which is isolated and difficult to access, that emergency medical response may be delayed and/or non-existent. **I VOLUNTARILY ACCEPT AND EXPRESSLY ASSUME ALL RISK OF INJURY AND DANGERS OF SUCH INVOLVEMENT, INCLUDING PHYSICAL INJURY TO MYSELF, MY HORSE AND MY PROPERTY.**

3. This Agreement for Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement, is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and include, but are not limited to, any claims arising as a result of negligence, breach of fiduciary duty, breach of contract, strict liability and claims for bodily injury, death, property damage, or other loss.

4. UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY 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.

5. I also agree if anyone makes any claim because of any injury to me, including death, or for any damage to my property, I or my estate will indemnify, defend, and hold harmless all those released by this Agreement from any expenses, damages or judgments, including legal expenses and attorney's fees, resulting from those claims.

6. I also acknowledge and agree that I have, or it is my responsibility to obtain and keep in force, sufficient insurance coverage including, but not limited to liability, health, property, disability and life, to protect me from any expense, liability claims or damages mentioned or included in this Agreement and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the above provisions shall be fully effective and enforceable and I will be bound and liable thereunder.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT AND IT IS MY EXPRESS INTENT THAT IT SHALL BE BINDING ON ME, MY HEIRS, ASSIGNS, LEGAL AND PERSONAL REPRESENTATIVES, SPOUSE AND NEXT OF KIN.

Guest of _____

PRINT NAME

PRINT ADDRESS

SIGNATURE

DATE

Parent, individually and on behalf of any child under 18 years of age

Email Address

Name and Phone Number Emergency Contact