

# Express Assumption of Risk, Release of Liability, Waiver of Claims And Indemnity Agreement

(Minor Child)

This Express Assumption of Risk, Release of Liability and Waiver of Claims (the "Agreement") is entered into by the undersigned, as individuals and as the parents and/or legal guardians for the minor child, \_\_\_\_\_, in favor of Stirrup Hope LLC, their owners, officers, directors, partners, employees, volunteers, agents, and the owners of any horses used in the Stirrup Hope LLC program (the "Released Parties"). In consideration for the Minor Child being permitted to participate in Equine Activities, including, but not limited to handling, grooming, tacking and untacking, riding, driving, participating in instruction and/or shows and otherwise handling equines, we acknowledge and agree as follows:

1. **Dangerous Activity:** We acknowledge that horses and ponies can be unpredictable animals and fully realize that there are dangers and risks inherent in Equine Activities, including but not limited to:
  - a. The propensity of an equine to behave in ways that may result in injury, death, or loss to person on or around the equine;
  - b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, person or other animals;
  - c. Hazards, including but not limited to surface or subsurface conditions;
  - d. A collision with another equine, another animal a person or object;
  - e. The potential of an Equine Activity Participant to act in a negligent manner that may contribute to injury, death, or loss to the persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

We understand that neither the actions of the Minor Child, nor the actions of any other person or animal can necessarily be controlled, and that the Minor Child's safety and that of our and the Minor Child's property cannot be guaranteed while participating in Equine Activities. We have discussed these risks with the Minor Child who understands them to the extent possible given his/her age and abilities, and who wishes to participate in Equine Activities despite the risk.

2. **Assumption of Risks:** Understanding the risks involved, we voluntarily choose to allow the Minor Child to participate in Equine Activities and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. We accept full and complete responsibility for the safety of the Minor Child, ourselves, any guest or observers and our personal property.
3. **Release and Waiver of Claims:** on behalf of the Minor Child; ourselves, our and his/ her heirs, successor in interest, guardians, legal representatives and assigns, WE HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITY, IN

LAW OR IN EQUITY BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY DAMAGE OR LOSS, OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORSEEN, THAT MAY BE SUSTAINED OR SUFFERED BY OUR MINOR CHILD, OURSELVES, OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF OUR MINOR CHILD'S PARTICIPATION IN EQUINE ACTIVITIES OR HIS/HER PRESENCE AT STIRRUP HOPE LLC, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section shall be deemed to release a Released Party from liability arising from that Released Party's own willful injury of our Minor Child or any other person or property.

4. Promise Not to Bring Suit: We hereby agree and promise that we, our heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either on our own behalf, or on behalf of the Minor Child, for any loss or damage arising or resulting directly or indirectly from our Minor Child's participation in Equine Activities or our or the Minor Child's presence at Stirrup Hope LLC.
5. Colorado Equine Activity Statute: We understand that Under Colorado Law, an equine professional is not liable for the 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.
6. That the MINOR CHILD is currently covered by accident-medical insurance and will remain insured for the duration of all EQUINE ACTIVITIES at Stirrup Hope LLC.

Name of Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_

7. Full Understanding; We each hereby warrant that:
  - a. WE HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT OF OUR OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON; and
  - b. WE UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT WE ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. WE UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE
8. Choice of Law, Jurisdiction: The terms of this agreement shall be governed by and interpreted according to the law of the State of Colorado, the courts of which shall have exclusive jurisdiction over any matter arising hereunder.
9. If any portion of this agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

WE HAVE READ THIS ENTIRE AGREEMENT CAREFULLY. WE FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. OUR SIGNATURES BELOW ARE ACKNOWLEDGEMENT THAT WE HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO OUR SATISFACTION. WE HAVE EXPLAINED THE TERMS OF THIS AGREEMENT TO OUR MINOR CHILD AND DISCUSSED THE TERMS WITH HIM/HER.

By: (Father) \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: (Mother) \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Addendum:

I have read, fully understood, and agree to comply with Stirrup Hope LLC Rules and Regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date