

WESTERN RIDGE STABLES, LLC
RELEASE AND INDEMNITY AGREEMENT

For consideration paid and for permission to participate in the activities offered by Western Ridge Stables and Western Ridge Restaurant and Resort, which activities include, but are not limited to horseback riding, swimming, hiking, water sports and other recreational activities, I _____, of _____,

(Name of Responsible Party)

(Street Address)

_____ (City or Post Office Box)

(State)

(Zip)

for myself, my heirs, successors, and assigns, do hereby fully and forever release and discharge the said Western Ridge Stables, LLC and Western Ridge Restaurant and Resort, LLC, expressly, and its members, managers, agent, and employees, and all persons directly and indirectly liable from any and all claims and demands, actions, and causes of action, damages, cost, loss of services, expenses, and any and all claims of damages whatsoever, whether arising from negligence or not, on account of, or in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me, arising out of my participation in any recreational activities associated with Western Ridge Stables, LLC or Western Ridge Restaurant and Resort, LLC, including without limitation, any such injuries or death resulting from the hazards of traveling in mountainous terrain, accidents or illnesses in remote places without medical facilities, unpredictable reactions of animals (which may occur regardless of previous behavior or training due to instinct, fright, or other reasons), the forces of nature, creeks, bridges, traveled roads, wild or domestic animals, stumps, forest growth, debris, rocks and cliffs, and other obstacles, whether they are obvious or not obvious, man made or natural.

In consideration of the foregoing premises, I hereby expressly stipulate, covenant and agree to indemnify and hold forever harmless the said Western Ridge Stables, LLC and Western Ridge Restaurant and Resort, LLC, its members, managers, employees, or other agents from any and all other claims or losses and any and all claims from damages whatsoever which may hereafter arise from my negligence, willful or wanton, or intentional acts or actions, or failure to act.

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 risk of equine activities pursuant to section 13-21-120, Colorado Revised Statutes.

The terms of this agreement are contractual and not a mere recital and contain the entire agreement between parties.

I have carefully read this Agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I would otherwise have and I enter into this contract on behalf of myself and/or family of my own free will.

DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE

Participant / and Parent/Guardian DATE

- Witness of Signature