



Heart and Horse Coaching Services
6480 Canyon Creek Road
Evergreen, Colorado 80439

Release and Indemnification Agreement

WARNING

Under Colorado Law, an equine professional is not liable for an injury to the death of the purpose participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

Inherent risks include, but are not limited to, the propensity of horses to behave unpredictably, collisions, surface conditions, and actions or omissions of riders. Equine activities, by their nature, present the risk of injury and/or illness that may range in severity from minor to long-term, catastrophic or death. Equine activities also present a risk of loss or damage to personal property, including horses. It is not possible to eliminate the risk to participants.

BY SIGNING THIS FORM, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND HAS SIGNED THIS AGREEMENT AS HIS/HER FREE AND VOLUNTARY ACT, AFTER HAVING THE OPPORTUNITY TO OBTAIN LEGAL COUNSEL IF DESIRED, AND WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION BY PERSONS OR PARTIES RELEASED OR THEIR REPRESENTATIVES, EXCEPT AS EXPRESSLY STATED HEREIN.

In consideration, therefore for the privilege of observing, working with and/or engaging in Equine Facilitated Learning and Coaching related activities with horses and with Heart and Horse Coaching Services the Undersigned does:

1. FOREVER RELEASES, REMISES, WAIVES, ACQUITS, DISCHARGES AND COVENANTS TO NOT SUE Heart and Horse Coaching Services LLC, its directors, incorporators, members, officers, owners, employees, volunteers, agents, sponsors, landlord, hereinafter referred to as "Releasees," from any and all actions, causes of action, claims, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness and liabilities whatsoever in any form or on any basis, known or unknown, suspected or unsuspected, arising from or related to, directly or indirectly, the undersigned's participation in the above-named activity.
2. AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS the Releasees against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred due to the participation by the undersigned in



the above-named activity, whether caused by any act or omission of the Releasees or some other cause.

Initial _____

ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, ILLNESS, DEATH AND/OR PROPERTY DAMAGE, whether caused by the Releasees or some other cause.

3. EXPRESSLY acknowledges and agrees that participation in equine activities may be dangerous and involves the risk of serious injury, illness or death and the risk of damage to personal property.

4. EXPRESSLY agrees that this Release and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado, that the laws of the State of Colorado shall govern this Release and Indemnification Agreement, and that if any portion hereof is declared invalid or becomes inoperative for any reason, the balance shall, notwithstanding, continue in full legal force and effect.

Participant Information

Name:
Address:
City:
State:
Zip Code:
Mobile #:
Email:

Check if participant is a minor & complete responsible party contact information

Signature of Participant or Responsible Party:

Date:

Responsible Party

Name:
Address:
City:
State:
Zip Code:
Mobile #:
Email: