

# **Ranch at Roaring Fork Horse Owner**

## **Participation, Waiver and Release**

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

In consideration of my being permitted by the Ranch at Roaring Fork Homeowners Association (hereinafter RRF HOA), including its owners, agents and employees to participate in the various recreational activities that take place in an outdoor environment in mountainous terrain, I agree to the following waiver and release. Certain risks are inherent in any recreational activity and cannot be eliminated or reduced. The same inherent risks that contribute to the unique character of the activity can be the cause of damage to the equipment associated with the activity, or injury, illness, paralysis or death. I understand and acknowledge that there are risks, hazards and dangers that are inherent and integral to these activities which take place in a wilderness or outdoor environment.

I understand that these inherent risks, hazards and dangers include without limitation:

1. Risks involved in horseback riding. These risks include, without limitation, areas where objects are not marked and hazards may not be visible, where trails are not groomed, maintained or controlled, changing weather conditions, unpredictable and dangerous conditions including without limitation streams, creeks, fallen timber, bee hives and wild animals and other natural hazards.
2. Risks arising out of any activity involving horses, mules or donkeys which are unpredictable and uncontrollable in all circumstances, which react to the conduct and actions of other riders and persons, which without warning may kick, bite, stomp, stumble, rear, bolt, fall down, and react to sudden movements, noise, light, vehicles, other animals or objects, and which involve equipment that may break or otherwise fail and other riders who may not control their animals and cause a collision or other unpredictable consequences.
3. Risks involved from riding or recreating where firearms are allowed, where others may be handling or firing firearms or both. These risks include without limitation the risk of being shot or struck by flying debris, of accidental discharge of a firearm or the malfunction of a firearm.
4. Risks of drowning in a stream or river, being injured or killed, or being wet, cold and uncomfortable.
5. Pursuant to Colorado Law, C.R.S. 13-21-119, inherent risks of equine activities include without limitation, the propensity of the animal to behave in ways that may result in injury, harm or death to persons on or around them, the unpredictability of the animal's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals, certain hazards such as surface and subsurface conditions, collisions with other animals or objects and the potential of a participant to act in a negligent manner that may

- contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within their own ability.
6. Such other risks, hazards and dangers that are integral to recreational activities offered and engaged in a wilderness or outdoor environment.

## **WARNING**

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 risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.

I acknowledge the above description of inherent risks is not complete and that there are other risks, hazards and dangers associated with participating in recreational activities in an outdoor environment that may be unknown or unanticipated. The inherent and other risks, hazards and dangers may result in damage to equipment or injury, illness, paralysis or death. I acknowledge that Ranch at Roaring Fork Management and representatives or employees have been available to more fully explain to me the risks of these activities. I understand that I have responsibilities as a participant in these activities. There are no mental or physical problems or limitations associated with my participation in the recreational activities which I have not disclosed in writing to the RRF HOA. I am fully capable of participating in these activities. I understand the presence of RRF personnel is no assurance of my safety or the lessening of any of these risks. I am voluntarily participating in the recreational activities of the Horse Program at the Ranch at Roaring Fork with full knowledge of the risks, hazards and dangers involved and hereby assume and accept any and all risks of damage, injury, illness, paralysis or death.

I, for myself, my heirs, successors, executors and assigns, hereby knowingly and intentionally waive and release, indemnify and hold harmless the RRF HOA ("indemnify" meaning protect by reimbursement or payment) its Directors, officers, owners, agents and employees with respect to any and all claims, actions, causes of action, liabilities, suits, expenses (including costs and reasonable attorney's fees) and negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to me or my property in any way connected with my participation in these recreational activities or my use of RRF equipment or facilities. I agree that neither I, nor anyone acting on my behalf, will make a claim of any kind against RRF HOA or its private homeowners or employees whose property any activity scheduled may be required to utilize, as a result of any damage, injury, paralysis or death to me or my property.

I agree this document and all other aspects of my relationship with RRF HOA are governed by the laws of the State of Colorado. Further, any suit, legal proceeding, mediation or arbitration arising out of or relating to my participation in equine activities, or any dispute with RRF HOA must be filed exclusively in the State of Colorado and Colorado law shall be determined.

I have carefully read, clearly understand and voluntarily sign this participation waiver and release agreement.

Horse Owner Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Horse Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent or guardian if Horse Owner is under 18 years of age:

\_\_\_\_\_ Date: \_\_\_\_\_

List all user-participants in household

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