

Horseback Riding and Related Activities

Agreement & Liability Release Form

This form must be completed by and for each participant in horseback riding and related activities at

or provided by

Trippin 3s Ranch, LLC

Owner: Sean Stoneham

7333 S St Hwy 83 Franktown, CO 80116

And

Winding Creek Ranch, LLC

Owners: Deborah Stoneham and Patrick Stoneham

7193 S St Hwy 83 Franktown, CO 80116

Read Carefully Before Signing: Serious Injury May Result From Participation In This Activity.

In consideration of the services of Trippin 3s Ranch, LLC, their agents, owner(s), officers, volunteers, participants, employees, premises owners, affiliated organizations, Winding Creek Ranch, LLC and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. "Inherent risk of an equine activity" means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

(a) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine.

(b) The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse in some way, either of which could result in death. Horses may do such things as bite, kick, buck, rear, shake, lie down or stumble.

(c) Hazards, including, but not limited to, surface or subsurface conditions; or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall.

(d) A collision with another equine, another animal, a person, or an 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 person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

(f) Saddles and bare back pads may slip, and other tack or saddle problems may develop as a result of normal use and wear or malfunction.

(g) Riding a horse requires the participant to balance on the saddle or bare back pad. Participants may lose their balance, which can result in falling from the horse.

(h) Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions.

2. PROTECTIVE HEADGEAR WARNING:

I have been fully informed by Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC that Protective Headgear is a safety requirement for children under the age of 18. If the minor does not own their own helmet – one will be provided by Trippin 3s Ranch, LLC or Winding Creek Ranch, LLC. I do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries, and even prevent death from happening as a result of a fall or other occurrence. I understand that these facilities recommend that I use one. Should I refuse or choose not to use this critical safety precaution, against the advice of the owners/managers/employees, I assume all risks involved in handling and riding horses without protective headgear. I also understand that the wearing of proper Protective Headgear does not eliminate the possibility of serious injury or death.

3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity for my use of Trippin 3s Ranch, LLC's and Winding Creek Ranch, LLC's, equipment or facilities, including any such claims which allege negligent acts or omissions of Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC.

5. Should Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

7. EMERGENCY CARE: I agree that should an accident occur that renders participant unable to seek emergency medical care for themselves, or in the case of a Minor left in the care of Trippin 3s Ranch, LLC and/or Winding Creek Ranch, LLC by the parent/guardian, I authorize Trippin 3s Ranch, LLC and/or Winding Creek Ranch, LLC to act in the following capacity. First - attempt to reach emergency contact as provided on this form. Second – should Trippin 3s Ranch, LLC or Winding Creek Ranch, LLC feel that medical treatment is needed for said participant, provided however, that in the

event that Trippin 3s Ranch, LLC and/or Winding Creek Ranch, LLC is/are unable to reach emergency contact within a reasonable time, which time shall be judged and determined solely by Trippin 3s Ranch, LLC and/or Winding Creek Ranch, LLC then Trippin 3s Ranch, LLC and/or Winding Creek Ranch, LLC is/are then hereby authorized to secure emergency care from and by any licensed providers of such care who are selected by Trippin 3s Ranch, LLC and/or Winding Creek Ranch, LLC as Trippin 3s Ranch, LLC and/or Winding Creek Ranch, LLC determine(s) is required for the health and well-being of said participant. The cost of such care secured shall be the sole responsibility of the participant or the parent/guardian if the participant is a minor.

8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found in a court of law to have waived my right to maintain a lawsuits against Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC on the basis of any claim from which I have released herein. I attest that I am of sound mind and body, and am not under the influence of any mind altering substances. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

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.

Participant's Name

Please Print: _____ D.O.B.: _____

Address: _____

City: _____ State: _____ Zip _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Signature: _____ Date: _____

EMERGENCY CONTACT INFORMATION

Contact Name (Please Print): _____

Relationship to Participant: _____

Address: _____

City: _____ State: _____ Zip _____

Home Phone: _____ Cell Phone: _____

MEDICAL INFORMATION

Name of Physician: _____ Phone Number _____

Allergies _____

Medical Conditions: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION & EMERGENCY CARE AUTHORIZATION

(Must be completed for participants under the age of 18)

In consideration of (child) _____ (please print minor's name)
("Minor") being permitted by Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Trippin 3s Ranch, LLC and Winding Creek Ranch, LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent / Guardian's Name (Please Print) _____

Signature: _____ Date: _____

Lesson agreement policies

Payments for lessons will continue to be paid in full for the upcoming month by the last class of the current month you can do this by cash, check, Venmo or Zelle. **I will require a minimum of a two-lesson written notice prior to you discontinuing your lessons, this is so I have time to fill your time slot with the least disruption to my monthly income.**

I must receive payment for my scheduled lessons with you so that I can depend on my monthly income, which is necessary to be able to afford to keep this ranch and to maintain the lessons, horse care and training I offer you. **You must pay for your classes whether you are at your class or not.** This policy is like if your kids are taking dance, gymnastics, or soccer lessons (or whatever the activities you choose to have them do), you are reserving a time and day with me and the horses. **If you miss class due to sudden sickness or I am given less than 72 hours' notice, there will be no make up class offered.** There is **No guaranteed Make up for scheduled missed classes**, for lessons that are canceled in advance due to vacations or school conflicts **I will try** and find a make-up spot for you in another class on another teaching day or by doing 2 lessons on your regular day but there are **no guarantees that your availability and my availability will match up, but I will try**. If I must close the ranch for the day, there is no charge for that day and time, no teacher no class. Please let me know as soon as you know if you are going to miss a lesson.

The Ranch is opened when it snows if other businesses and so forth in the area are open lessons will go on as scheduled.

By signing this you agree to these terms:

Participant/ Parent Guardian

Signature_____ DATE:_____