

WAIVER OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

Colorado State University - Equine Science Program

IN CONSIDERATION of your participation in any equine activity planned, hosted, or sponsored by, or held at Colorado State University, I, _____, hereby RELEASE, WAIVE, DISCHARGE & COVENANT NOT TO SUE Colorado State University, the Board of Governors of the Colorado State University System, the State of Colorado, their officers, servants, agents, or employees hereinafter referred to as RELEASEES, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, however caused, while participating in said Program, or while in, or upon any premises where said Program is being conducted.

I am fully aware of that there are inherent risks of equine activities, including, but not limited to 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, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; 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 his or her ability. Additionally, I acknowledge that I have been asked by and have provided information to the host and sponsor of the equine activities of my ability to engage safely in equine activities and to determine my ability to manage animals that I may be engaged.

I have a full understanding that the Colorado Governmental Immunity Act limits the tort liability of public entities and employees acting in the course of authorized governmental undertakings. I understand that Colorado State University, through the state's self-insurance statute, provides only very limited and very restricted insurance coverage. I understand that such self-insurance may not at all provide coverage to me for any injury, loss or damage suffered while participating in said Program. I hereby elect to voluntarily participate in said Program, and to enter the above-named premises and engage in such activity, knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, a result of being engaged in such activity, however caused. I understand and agree that the Releasees have permission to authorize emergency medical treatment for me if I am injured and appear to be unable to arrange for and authorize such treatment myself. Furthermore, the Releasees assume no responsibility for any loss, damage, injury or death that might arise out of or in connection with such authorized emergency medical treatment. Moreover, I agree that I have no health-related reasons or problems that would preclude or restrict participation of this activity and that I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as result of injury.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activity. It is my express intent that this Release and Hold Harmless agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be considered in accordance with the laws of the State of Colorado.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless agreement, understand it and design it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

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

THIS IS A RELEASE OF LEGAL RIGHTS AND A LEGALLY BINDING DOCUMENT. READ BEFORE SIGNING AND OBTAIN INDEPENDENT LEGAL COUNCEL IF DESIRED.

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 201 ____.

Witness

Participant