

**WAIVER AND RELEASE AGREEMENT**

Please read carefully before signing

This is a release of liability and waiver of certain rights

**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 13-21-119 C.R.S.**

In consideration for my being permitted to participate in the activities of horseback riding I agree to the following Waiver and Release:

I acknowledge that horseback riding has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. **I understand and that these risks, hazards, and dangers include without limitation:**

1. The propensity of the animal to behave in ways that may result in injury, harm or death to the persons on or around them;
2. The unpredictable of the animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Horses, regardless of training and past behaviors may kick, bite, buck, spook, stumble or fall;
4. Certain hazards such as surface and sub-surface conditions;
5. Collisions, expected or unexpected encounters with people, animals or objects;
6. The potential of the participant to act in a negligent manner may contribute to injury to the participant and others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other objects whether they are obvious or not obvious, man-made or natural;
7. Hiking in rugged country and caves;
8. Encounters with wildlife, animals, and insects;
9. Temperature extremes; thunder, lightning, high winds, rain and hail may occur while on an excursion
10. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.

As a Participant, acknowledge that I can reduce the risk of injury or death by wearing a safety helmet during all equine activities, I further acknowledge that the staff of Rapp Corral have offered me the use of a safety helmet, which

1) **I have agreed** to use a safety helmet at all times

\_\_\_\_\_  
Participant signature

\_\_\_\_\_  
Date

2) **I have declined** to use a safety helmet

\_\_\_\_\_  
Participant signature

\_\_\_\_\_  
Date

I understand the risks, hazards and dangers of horseback riding and have had the opportunity to discuss them with the staff at Rapp Corral. Furthermore, Anne Rapp, Inc employees have difficult jobs to perform. They seek safety, but are not infallible. They might not be aware of the participant's fitness or abilities. They might misjudge the weather or environmental conditions. They may give incomplete warnings or instructions, and the equipment may malfunction. I understand that these activities may require good physical condition and a degree of skill, balance and knowledge. I believe that I have that

RAPP CORRAL (ANNE RAPP, INC)  
51 HAVILAND LAKE RD. DURANGO, COLORADO 81301  
970.247.8454

good physical condition and the degree of skill, balance and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation is purely voluntary. No one is forcing me to participate and I elect to participate in spite of risks. I AM VOLUNTARILY USING THE SERVICES OF RAPP CORRAL (Anne Rapp, Inc). WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly I ,for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS RAPP CORRAL (Anne Rapp, Inc) , their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, (including reasonable attorney's fees) which are related to, arise out of , or in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind of nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death result from the negligence of Rapp Corral (Anne Rapp, Inc) their directors, officers, agents, employees and volunteers or from some other cause. I, for myself, my heirs, successors, executors, and subrogates, further agree not to sue Rapp Corral, (Anne Rapp, Inc) their directors, officers, agents, employees and volunteers as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of horseback riding.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

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

Print Name \_\_\_\_\_ Sign Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ zip code \_\_\_\_\_

Phone number \_\_\_\_\_

Emergency contact and phone Number \_\_\_\_\_

**IF YOU HAVE CHILDREN IN YOUR GROUP PLEASE READ AND FILL OUT!**

*If less than eighteen years of age, parent, guardian, or custodian must sign the following indemnification:*

**INDEMNIFICATION**

In consideration for the minor listed below being permitted by (YOUR NAME) \_\_\_\_\_ to participate in the activity of horseback riding which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release , and indemnification:

The undersigned parent, guardian, or custodian of the minor listed below, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to hold harmless, indemnify, and forever defend, Rapp Corral (Anne Rapp, Inc) their directors, officers, agents, employees and volunteers from any and all claims, actions, demands, expenses, liabilities,(including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of horseback riding and his or her use

RAPP CORRAL (ANNE RAPP, INC)  
51 HAVILAND LAKE RD. DURANGO, COLORADO 81301  
970.247.8454

of the property, animals, if any, and facilities of Rapp Corral (Anne Rapp Inc) I, for myself and on behalf of said minor, further agree not to sue Rapp Corral (Anne Rapp, Inc) their directors, officers, agents, employees, and volunteers, as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of horseback riding.

\_\_\_\_\_  
Date Signature of Parent, Guardian or Custodian of Minor

\_\_\_\_\_  
Print name of Minor Print name of Minor Print name of Minor

\_\_\_\_\_  
Print name of Minor Print name of Minor Print name of Minor

**All participants who are 12 years of age or under must use a safety helmet**

As a parent, guardian or custodian of said minor I acknowledge that the risk of injury or death can be reduced by wearing a safety helmet, I further acknowledge that the staff of Rapp Corral has offered the use of a helmet to the said minors, which

**I have agreed** said minors (13-17 year old) use a helmet

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian Date

Print name of minors \_\_\_\_\_

**I have declined** the said minors (13-17 year old) use a helmet

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian Date

Print name minors \_\_\_\_\_