

HOLSTEINS 'N HORSES

EQUINE BOARDING, PROPERTY-USE & PARTICIPATION LIABILITY RELEASE ASSUMPTION OF RISK - COVENANT NOT TO SUE - INDEMNIFICATION - EMERGENCY AUTHORIZATION

Facility: Holsteins 'n Horses, 2529 I Rd, Grand Junction, Colorado 81505

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.

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING. It affects legal rights and includes a release of claims, including claims based on ordinary negligence to the fullest extent permitted by Colorado law. This form does not replace a separate boarding agreement covering fees, care schedules, termination, abandonment, liens, or other business terms.

1. Parties, Scope and Voluntary Participation

For purposes of this Agreement, **Released Parties** means Holsteins 'n Horses, the sanctuary/facility, its owner(s), officers, directors, managers, employees, volunteers, agents, contractors, landowners, lessors, affiliates, representatives, successors and assigns. **Activities** include boarding, stabling, feeding, watering, turnout, grooming, handling, leading, loading or unloading, trailering, riding, training-related handling, veterinary or farrier access, visiting, volunteering, events, use of arenas, pens, corrals, pastures, stalls, driveways, parking areas, equipment, tack areas and other equine or farm-related use of the property. I voluntarily choose to enter the property and/or participate in Activities and have the opportunity to ask questions before signing.

2. Acknowledgment of Inherent and Other Risks

I understand that horses and other animals are unpredictable and can bite, kick, strike, buck, rear, bolt, spook, collide, step on people, fall, escape, react suddenly to sound, weather, vehicles, equipment, other animals, insects or people, and can cause serious injury, permanent disability, property damage or death. Risks also include uneven or slippery ground, holes, mud, ice, rocks, fencing, gates, stalls, corrals, farm machinery, trailers, vehicles, tack or equipment failure, falling objects, weather, fire, infectious disease, acts of other participants or guests, and the ordinary risks of being around livestock and a working farm. I understand that not every risk can be listed or eliminated.

3. Assumption of Risk

I knowingly and voluntarily assume all inherent and reasonably foreseeable risks associated with the Activities, the property, horses or other animals, including risks that may arise from conditions of the premises, the conduct of my horse, my own conduct, or the conduct of other participants or guests. I accept responsibility for deciding whether I and my horse are physically, mentally and behaviorally suited for the Activities.

Participant/Owner initials: _____

4. Release and Waiver of Claims - INCLUDING ORDINARY NEGLIGENCE

To the fullest extent permitted by Colorado law, I, for myself and for my heirs, estate, representatives, successors and assigns, **RELEASE, WAIVE AND DISCHARGE the Released Parties from claims, demands, causes of action, damages, losses or liabilities for personal injury, death, property damage or loss that arise from or relate to the Activities or use of the property, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY.** This release is intended to be as broad as Colorado law permits. It does not waive claims that cannot lawfully be waived, including liability for willful or wanton conduct, reckless conduct, gross negligence, intentional injury, or other non-waivable statutory duties to the extent applicable.

Participant/Owner initials: _____

5. Covenant Not to Sue

To the fullest extent permitted by law, I agree not to file, maintain, encourage or voluntarily assist a claim against a Released Party for a matter released by this Agreement. This covenant does not restrict rights that Colorado law does not permit a person to waive.

6. Indemnification and Hold Harmless

To the fullest extent permitted by law, I agree to defend, indemnify and hold the Released Parties harmless from third-party claims, liabilities, judgments, costs or reasonable attorney fees arising from my acts or omissions, my horse's acts or behavior, my guests or invitees, my violation of facility rules, inaccurate information I provide, or damage caused by property, tack, trailers, vehicles or animals under my control. This provision does not require indemnification for liability that cannot lawfully be shifted or waived.

Participant/Owner initials: _____

7. Horse Owner Representations and Required Disclosures

I represent that I own the horse(s) listed below or have full legal authority to place them in boarding/care and sign this Agreement. I will disclose, before arrival and whenever circumstances change, known dangerous or unusual behaviors, bite/kick history, escape behavior, aggression, reactivity, handling limitations, allergies, injuries, illnesses, contagious conditions, medication, supplements, dietary restrictions, pregnancy status if known, and other information reasonably relevant to safe care. I understand that incomplete or inaccurate information can endanger people and animals.

Participant/Owner initials: _____

8. Health, Biosecurity and Care Information

I agree to provide health records or testing reasonably required by the facility and to follow quarantine, isolation, vaccination, parasite-control or biosecurity instructions that the facility lawfully adopts. I authorize the facility to separate or restrict contact with an animal when reasonably believed necessary for safety or disease control. Specific boarding-care duties, feed schedules, turnout, owner-supplied items and services must be stated in the separate boarding agreement or written care instructions; this liability release does not create care promises beyond those separate written terms.

9. Emergency Veterinary and Farrier Authorization

If the facility reasonably believes my horse requires urgent veterinary, farrier, transport or other emergency care and I cannot be reached promptly, I authorize the facility to contact the veterinarian, emergency provider or transporter listed below or another reasonably available provider. I authorize reasonable emergency measures intended to protect life or prevent unnecessary suffering until I can be reached. I accept financial responsibility for veterinary, farrier, transport, medication and related costs incurred for my horse, except to the extent a court determines otherwise under non-waivable law. The facility does not guarantee any treatment outcome.

Participant/Owner initials: _____

10. Personal Property, Tack, Vehicles and Trailers

I understand that tack, equipment, feed, personal property, vehicles and trailers left on or near the property may be exposed to weather, animals, theft, accidental damage or other loss. Except for liability that cannot lawfully be released, I assume the risk of loss or damage to my personal property and will secure or insure valuable items as appropriate.

11. Safety Rules, Protective Equipment and Instructions

I agree to follow posted rules and reasonable safety instructions, keep gates secured, supervise my guests, avoid restricted areas, use appropriate footwear and equipment, and refrain from conduct that endangers people or animals. I understand that protective equestrian headgear is strongly recommended whenever riding and may be required by facility rule, activity, insurer or law. I will not ride, handle horses or participate while impaired by alcohol, cannabis, illegal drugs, medication effects or any condition that makes participation unsafe.

12. Guests and Minors

I am responsible for ensuring that my guests comply with facility rules and sign any required release before participating. If I sign for a minor child, I represent that I am the parent, legal guardian or other person legally authorized to sign for that child. To the fullest extent permitted by C.R.S. section 13-22-107 and other applicable law, I release and waive the minor child's prospective claims for ordinary negligence arising from the Activities. Nothing in this Agreement is intended to waive a minor's claim that Colorado law does not permit a parent or guardian to waive.

Participant/Owner initials: _____

13. Optional Photo / Video Permission

This permission is separate from the liability release and is not a condition of boarding unless otherwise stated in a separate written agreement.

Choose one: [] YES, I permit reasonable sanctuary photographs/video of me and/or my horse for website, social media, educational or promotional use without additional compensation. [] NO, I do not grant media permission.

14. Governing Law, Venue, Severability and Entire Agreement

Colorado law governs this Agreement. To the extent legally enforceable, venue for disputes shall lie in Mesa County, Colorado. If any provision is held invalid or unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law. This Agreement contains the liability-release terms between the parties and may be modified only in a written document signed by the parties. Headings are for convenience only. The release, assumption-of-risk, indemnification and related provisions are intended to survive the end of boarding or participation.

PARTICIPANT / OWNER INFORMATION

Printed Name: _____

Street Address: _____

City / State / ZIP: _____

Phone: _____ Email: _____

Emergency Contact Name: _____ Phone: _____

HORSE INFORMATION

Horse Name(s): _____

Breed / Color / Identifying Marks: _____

Known medical conditions / medications / supplements: _____

Known behavior or handling warnings (kick, bite, bolt, escape, aggression, etc.): _____

Primary Veterinarian: _____ Phone: _____

Farrier: _____ Phone: _____

Preferred Emergency Veterinary Provider (if different): _____

EMERGENCY TREATMENT INSTRUCTIONS

If I cannot be reached, I authorize emergency care as described in Section 9. Optional spending/contact instructions or limitations (do not leave blank if you want a specific limit):

KNOWING AND VOLUNTARY ACKNOWLEDGMENT

I HAVE READ THIS ENTIRE AGREEMENT. I UNDERSTAND THAT I AM ASSUMING RISKS AND GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING CERTAIN RIGHTS TO SUE FOR ORDINARY NEGLIGENCE. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO SEEK LEGAL ADVICE BEFORE SIGNING. I SIGN VOLUNTARILY.

SIGNATURES

Participant / Horse Owner Signature: _____ Date: _____

Printed Name: _____

Facility Representative / Witness (optional): _____ Date: _____

MINOR PARTICIPANT - PARENT / GUARDIAN SECTION (complete if applicable)

Minor Name: _____ Date of Birth: _____

I certify that I am legally authorized to sign for the minor identified above. I have read this Agreement and sign it both for myself and, to the fullest extent permitted by Colorado law, on behalf of the minor.

Parent / Guardian Signature: _____ Date: _____

Printed Name: _____ Relationship: _____