

Santa Fay Stables

Release and Hold Harmless Agreement

Warning: Under Colorado law, an equine professional is not liable for any injury to or 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 name: _____ **Date of Birth:** _____
Address: _____
City/ State: _____ **Zip Code:** _____
Home Telephone: _____ **Work Telephone:** _____ **Cell:** _____

Definitions:

“Equine Activity” includes, but is not limited to riding, grooming, training, assisting in medical treatment, driving or being a passenger upon an equine, whether mounted or unmounted, or any person assisting and/or a participant of show related activities, rides, trips, hunts, camps or tours or other equine activities of any type however informal.

“Equine” means a horse, pony, mule, donkey or hinny.

“Equine Professional” means a person engaged for compensation in instructing a participant, renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or renting equipment or tack to a participant, or leasing stable space, facilities, and/or equipment to a participant.

“Equine participant” means a person who participates in any or all equine activities, including but not limited to the equine activities defined above. Therefore, the equine participant may be involved, for example, in such activities as boarding their horse(s). This will also apply to the transportation of persons and horses to equine events, vets, etc.

Note: The unpredictability of the animal’s reaction to those dangers or conditions which are an integral part of equine activities, as the case may be, including but not limited to: The propensity of the animal to behave in ways that may result in injury, bodily harm, or even death.

Acknowledgment of Risk:

I, _____, acknowledge that I have read the above statements and definitions, and hereby indemnify and hold harmless, Santa Fay Stables, and its employees, owners and shareholders from any liability arising from accident, injury, theft, or damages to myself, my representatives, helpers, all equipment and property, and all animals under my jurisdiction. I acknowledge receipt of a copy of Santa Fay Stables’ Rules and will adhere to them strictly. This agreement shall continue for each and every visit to Santa Fay Stables’ property.

The terms of this release form shall be construed as the entire agreement and may not be altered, amended, or modified, except in writing and signed by both parties. The terms of this release shall be governed by the laws of the State of Colorado.

As liquidated damages, I hereby agree that if Santa Fay Stables is forced to defend any action, lawsuit or litigation by me, my executors, on my behalf, my heirs or my executors and I agree to pay Santa Fay Stables’ costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Participant Signature: _____ **Dated:** _____
Parent/Guardian Signature (if minor) _____ **Dated:** _____
If under 21, the parent or guardian must read and sign the above, indicating his/her acceptance.

Grant of Permission:

I/ we the undersigned, (student/rider above named or, if a minor, parents/guardians of above named) hereby grant permission and authority to Santa Fay Stables its employees, officers, shareholders, agents and Independent Contractors to act for me/we in executing verbal instructions, or if unable to contact us, to act for us in dealing with emergency services, physicians, available ambulance companies and hospitals, to obtain prompt medical attention for any participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release Santa Fay Stables its employees, owners, shareholders, agents and Independent Contractors of any property concerned, and hold them harmless from liability for any injury or damage which the rider may sustain while at Santa Fay Stables or participating in any activity sponsored by Santa Fay Stables and from any liability connected with obtaining prompt medical attention for the participant named above.

Participant Signature: _____ **Dated:** _____

Parent/Guardian Signature (if minor) _____ **Dated:** _____

If under 21, the parent or guardian must read and sign the above, indicating his/her acceptance.

Emergency Medical Information:

Person to Contact in case of Emergency: _____

Address: _____ Home Phone: _____

Relationship to Participant: _____ Work Phone: _____

Participant's Physician: _____

Address: _____ Phone: _____

If, in the event of an emergency, Santa Fay Stables is unable to contact persons named above, Santa Fay Stables staff is directed to contact the following ambulance service and hospital.

Ambulance: _____ Phone: _____

Hospital: _____ Phone: _____

Insurance: _____ Policy Number: _____ Phone: _____

Please list special conditions, allergies to drugs, etc which medical personnel should know before administering treatment:

Participant Signature: _____ **Dated:** _____

Parent/Guardian Signature (if minor) _____ **Dated:** _____

If under 21, the parent or guardian must read and sign the above, indicating his/her acceptance.

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