



Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT! YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT YOU (AND/OR YOUR MINOR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THIS STABLE/BARN/RANCH, ITS OWNER, EMPLOYEES AND AGENTS (THE "RELEASES").

WARNING: UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

I, _____, on behalf of myself
[First Name][Last Name]

(and/or my minor child _____),
[First Name] [Last Name]

residing at _____, in _____, _____, _____
[Street Address] [City] [State] [Zip]

email _____

phone _____

agree to the following:

In consideration for allowing me (and/or my minor child) to **practice Equestrian Yoga**, handle and ride a horse(s) and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assignees, I/WE HEREBY:

- 1. ACKNOWLEDGE THAT HORSE BACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horse(s), regardless of their training or past performance.
- Acknowledge that horses, mules, ponies, donkeys and hinnies may, without warning or apparent cause, buck, stumble, trip, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person. In addition saddles, bridles or other equipment may loosen or break. All of which may cause the rider to fall or be jolted, resulting in serious injury or death.
- Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse(s), and use of saddles, bridles, equipment and gear provided to me by the Releasees. The inherent risks involved with equine activities include, but are 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; and 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.

4. Yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. I affirm that I alone am responsible to decide whether to practice Equestrian Yoga. I hereby agree to irrevocably release and waive any claims that I have now or hereafter may have against Danny Chapparo, Registered Yoga Teacher, and Ashva Yoga.
5. Release, discharge and promise not to sue the Releasees for any loss, damage or injury (including death) or cost to my or my child's person or property arising out of riding or handling a horse(s), or use of saddles, bridles, equipment or gear provided by the Releasees.
6. Release the Releasees from any claim that such Releasees were negligent in connection with my or my child's riding a horse(s), including but not limited to training or selecting horse(s), maintenance, care, fit or adjustment of saddles, bridles equipment or other gear, instructions on riding skills or leading and supervising riders, which resulted in loss, damage, injury or all three.
7. Indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse(s) and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.
8. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of Colorado and is intended to be as broad and inclusive as is permitted by Colorado law, and that in the event any portion of this Agreement is to be determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract or as a result of this contract, I will pay all attorneys' fees and cost incurred by the Releasees in defending such an action.
10. I hereby grant Danny Chapparo and Ashva Yoga, the absolute and irrevocable right and permission, in respect of the photographs and/or video taken of me alone or with others, to use, re-use, publish, and re-publish the same in whole or in part, individually or in conjunction with other photographs or video, and in conjunction with any printed matter, or electronic matter, in any and all media now or hereafter known, and for any purpose whatsoever.
11. I hereby release and discharge Danny Chapparo and Ashva Yoga from any and all claims and demands arising out of or in connection with the use of the photographs or video, including without limitation any and all claims for libel or invasion of privacy.
12. IT IS RECOMMENDED THAT I, MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.

I (and for my child) decline to wear a helmet (please initial here): _____

13. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or legal guardian must read this Agreement and sign below on behalf of the minor.

I have read this document. I understand that it is a promise not to sue and to release the stable/ barn/ranch, its owners, employees and agents for all claims. I have made a free and deliberate choice to acknowledge the risk of Accepting Responsibility and Releasing Liability and to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse(s). I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of the horseback riding experience.

Date

Signature