

Cowboy Heart, Colorado Soul

RELEASE AND INDEMNITY AGREEMENT

This release and indemnity agreement (“Release”) is made by the undersigned adult (“Participant”), to release and indemnify Sidney Peak Ranch, LLC, Sidney Peak Ranch Properties, LLC, and Sidney Peak Ranch Owners Association, Inc., their respective officers, directors, employees, agents, contractors, heirs, successors, representatives, insurers, landowners, and any other person related to the ownership or management of the Sidney Peak Ranch community or horse facility (hereinafter collectively referred to as “SPR Parties”) from liability for any injuries sustained by me, or by my employees, heirs, representatives, dependents, or guests (my “Associates”), in consideration of the use of the property or facilities of Sidney Peak Ranch.

I, the Participant, recognize that all recreational activities at Sidney Peak Ranch, including, but not limited to, horseback riding, snow shoeing, cross-country skiing, fishing, boating, hiking and biking are inherently dangerous, that accidents are frequent, that the condition of the land is often rugged and hazardous, the arena footing is uneven, that equipment or tack may be faulty, and that a horse may act or react unpredictably. I understand and acknowledge that wearing a helmet or other protective headgear may decrease the possibility or severity of potential injuries. In light of this knowledge, I, the Participant, voluntarily participate in the activities, and I assume the risks and undertake full responsibility for any injury to me, to my stock or to my Associates, and for any property damages that may occur.

By signing this Release, I, the Participant, acknowledge my own responsibility to have in force adequate medical and liability insurance, and I acknowledge that the SPR Parties will assume no responsibility for me.

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.

With full knowledge, I, the Participant, release the SPR Parties from any and all liability for any personal injury, death or property damage occurring in connection with the use of the property or facilities of Sidney Peak Ranch. It is agreed that I and my Associates shall have no right or action against the SPR Parties, and I agree not to sue any of the SPR Parties, with respect to any cause of action for personal injury, property damage, or death occurring as a result of the activity or the negligence of the SPR Parties. I, the Participant, agree to indemnify and hold harmless the SPR parties from and against all claims for any personal injury, death or property damage occurring in connection with the use of the property or facilities of Sidney Peak Ranch or the negligence of the SPR Parties by me or my Associates.

MEDICAL – I, the Participant, consent to emergency medical care and transportation in order to obtain treatment for injury as the SPR Parties may deem appropriate. The above Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

SEVERABILITY - I, the Participant, expressly agree that the terms of the release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. Any provisions or portion of this Release found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. The remaining provisions or portion hereof shall be construed and enforced to the same effect as if such offending provision or portion had not been contained herein.

As the undersigned parent or legal guardian of a person under 18 years of age, I hereby consent on behalf of such person and accept and assume all risks and all responsibility for any personal injury, death or property damage occurring in connection with the use of the property or facilities of Sidney Peak Ranch by such person. On behalf of such person I release and indemnify the SPR Parties as stated above.

PARTICIPANT HAS FULLY READ AND VOLUNTARILY SIGNS THIS RELEASE AND INDEMNITY AGREEMENT.

Participant’s Signature: _____ Parent or Legal Guardian: _____

Participant’s Printed Name: _____ Date: _____