



MARABOU OWNERS ASSOCIATION

Waiver and Release Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

In consideration for my being permitted to participate in the activities at Marabou and the use of the property, animals, if any, and facilities, whether on or off the real property owned by the Marabou Owners Association, including but not limited to horseback riding and other equine activities and equine related activities, agricultural recreation activities, hiking, fishing, boating, swimming, sledding, inner tubing, snowmobiling, four wheeling and other motorized activities, cross country skiing, snow shoeing, bike riding, camping, hunting, educational or other activities (collectively or individually referred to as "Activities") I, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives of assigns, do **ASSUME THE RISKS OF THE ACTIVITIES**, some of which are described herein, and agree to **HOLD HARMLESS, RELEASE AND DISCHARGE** Marabou Owners Association, its members, agents, employees, officers, directors, representatives, volunteers, assigns, owners of premises and trails, affiliated organizations, insurers, and owners of property within Marabou (collectively "Ranch") of, from and against any and all claims, demands, causes of action, liabilities, suits, expenses, and attorney fees, whether the same be known or unknown, anticipated or unanticipated, foreseen or unforeseen, which are related to, arise out of or are in any way connected with the participation of the Activities. I will indemnify and hold harmless Ranch against any and all liabilities, losses, damages, costs and expenses of any kind, including attorney's fees, which may be incurred by anyone else whether personally or to their property as a result of my actions or omissions. I acknowledge that Activities have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in the environment of the Ranch and surrounding property. I understand that these risks, hazards, and dangers include, without limitation, injury, disability and/ or death resulting from:

1. The varied degrees of the skill and experience of the participants;
2. The nature of the activity, including but not limited to the equipment used and the location where the activity is conducted;
3. Certain hazards, such as ground conditions, surface grade, weather conditions, and animal behavior;
4. Collisions with other persons or objects;
5. The types and the complexity of equipment used by the participants;
6. Malfunctions with equipment used by the participants;
7. The potential of a participant to act in a negligent manner that may contribute to injury incurred by the participant or others, such as imprudent showmanship, failing to maintain control over the animal or equipment, or not acting within his or her ability.
8. The propensity of an animal to behave in ways that may result in injury, harm, or death to persons on or around them;
9. The unpredictability of an animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
10. Certain hazards such as surface and sub-surface conditions, ponds, ditches and streams, variations in terrain, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks, cliffs, malfunction of motorized equipment, and other obstacles whether they are obvious or not obvious, manmade or natural;
11. Collision with other animals or objects;
12. Hiking or riding in rugged country;
13. Encounters with wildlife, animals, and insects;
14. Temperature extremes, inclement weather conditions, and the unavailability of immediate medical attention in this environment in case of injury;
15. The risk of handling firearms and being near others who have firearms in their possession;
16. Hidden obstacles and dangerous conditions.

I understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. Marabou advises pregnant women not to ride horses. **PROTECTIVE HEADGEAR WARNING:** I agree that I, for myself and on behalf of my child and/or legal ward, have been



fully warned and advised by RANCH that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet, should be purchased and worn while riding and being near horses. I agree to wear a helmet for biking, four wheeling, and other similar activities. I do understand that the wearing of such headgear at these times may reduce severity of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I have inspected the RANCH property and facilities and am satisfied that all conditions are safe for me and/or my child and/or legal ward's intended purpose and usage. My participation in the Activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the inherent risks. I am in good physical condition. I have the degree of skill and knowledge to engage in Activities safely. My horseback riding ability is: **BEGINNER (under 10 hours)** ____ **OVER 10 HOURS** ____ **My weight is:** _____ THIS VOLUNTARY WAIVER AND RELEASE AGREEMENT IS MADE AND ENTERED INTO IN THE STATE OF COLORADO AND SHALL BE ENFORCED AND INTERPRETED UNDER THE COURTS AND LAWS OF THE STATE OF COLORADO. I EXPRESSLY AGREE THAT THIS WAIVER AND RELEASE AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF COLORADO AND IS NOT LIMITED TO THE INHERENT RISKS DEFINED BY C.R.S. SECTION 13-21-119 AND/OR 13-21-121. IF ANY PORTION OF THIS WAIVER AND RELEASE IS HELD TO BE INVALID, IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. **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. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT. I UNDERSTAND AND ASSUME ALL THE RISKS OF ENGAGING IN ACTIVITIES. I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY.**

DATE SIGNATURE

PRINT NAME

ADDRESS PHONE NUMBER

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

In consideration of the minor, named below (referred to as "MINOR"), being permitted to participate in the Activities, I agree to the following waiver, release and indemnification: The undersigned parent, guardian, or custodian of the Minor, for himself/herself and on behalf of said Minor, hereby joins in the foregoing Waiver and Release Agreement and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend RANCH from and against any and all claims, actions, causes of action, liabilities, suits, expenses and attorney's fees which are related, arise out of, or are in any way connected with the Minor's participation in Activities, of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death whether such damage, loss, injury, paralysis or death results from the negligence of RANCH or from some other cause. I, for myself and on behalf of the Minor, further agree not to sue RANCH as a result of any injury, paralysis, or death suffered in connection Minor's participation in the Activities.

Date Signature of parent, guardian or custodian of minor

Print Name of Minor Witness