

WEASELSKIN EQUESTRIAN CENTER, INC.

**GENERAL ACTIVITY RELEASE, ASSUMPTION OF RISK, WAIVER OF
LIABILITY AND INDEMNITY AGREEMENT**

This document waives important legal rights. Read it carefully before signing.

I AGREE for myself, and/or my child, in my consideration for my, and/or my child's participation in this Weaselskin Equestrian Center, Inc. (WEC), Weaselskin Institute (WI), Jennifer J Thurston activity to the following:

I AGREE that I choose to participate voluntarily in an activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and equine educational activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- The propensity on an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons or other animals;
- Hazards, including, but not limited to surface or subsurface conditions;
- A collision the another equine, another animal, a person, or an object;
- The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act thin the ability of the participant.

I AGREE to release WEC , WI, Jennifer J Thurston, its/their successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers, and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected th any Harm to me, and/or my child, my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of WEC., WI, Jennifer J Thurston , or its'/their activity.

I AGREE to expressly assume all risks 'of Harm to me, and/or my child, or my horse, including Harm resulting from the negligence of the WEC, WI, Jennifer J Thurston, or its'/their activity, and specifically agree to the applicable Colorado Law: Under Colorado Law, an equine professional is not liable for an injury to or the death of an participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

WEASELSKIN EQUESTRIAN CENTER, INC.

I AGREE to indemnify (that is to pay any losses, damages, or costs incurred by) WEC, WI, Jennifer J Thurston, and to hold them harmless with respect to claims for Harm to me and or my child or my horse, and for claims made for any Harm caused by me, and/or my child, or my horse in the activity.

I AGREE that neither I, nor any one claiming through me, and/or my child, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintain, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against WEC, WI, Jennifer J Thurston, its successors, or assigns, for on account of arising out of or in any way connected with any Harm to me or my horse, and that neither I, nor any claiming through me, and/or my child, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I or any one claiming through me, and/or my child, may now have or hereafter assert, in any way connected with claims for Harm to me, and/or my child, or my horse, and for claims made by others for any Harms caused by me, and/or my child, or my horse at the WEC, WI, Jennifer J Thurston, activity.

I AGREE this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I AGREE that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.

By signing below, I AGREE to be bound by all applicable WEC, WI, Jennifer J Thurston, rules and all terms and provisions of the activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to WEC, WI, Jennifer J Thurston, that I fully understand, that I do not need further explanation, and I waive any further explanation.

Required—all signatures must be originals

_____ and/or

| | |
|---|---|
| Original Signature of Participant | Date |
| Original Signature of Parent(s) or Legal Guardian (s) DATE | unless participant is over the age of minor |