

AMERICAN HORSE COMPANY, LLC

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT, AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND/OR YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PORPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS.

I agree to the following agreement with American Horse Company, LLC and its affiliates (referred to in this document as "Clinician") as a condition for its allowing me, and persons identified below, to attend and or/participate in one or more clinics or instructional activities with Clinician, be near horses or ponies, handle horses or ponies, ride horses or ponies, receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and at any location under the direct or indirect supervision of Clinician; and/or use equipment (including, but not limited to, halters, lead ropes, headstalls, mecate reins, bits, handy sticks, or other equipment) on or near horses or ponies before, during, or after the clinic or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities").

Name of Contracting Party (Print): _____

Address of Contracting Party: _____

Date of Birth: _____ Phone Number: _____

I also make this agreement on behalf of the following minor, who is/are my child/ren or legal ward(s):

1. ★★★★★ _____ Age: ★★★★★ _____

2. _____ Age: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me" or "my" throughout this agreement.] This Waiver, Release of Liability, Assumption of Risk Agreement, and Indemnity Agreement is intended to be valid and binding at all times, now and in the future, when Clinician permits me (directly or indirectly) to engage in any or all of The Activities at any location.

I have executed this Waiver, Release of Liability, and Assumption of Risk Agreement willingly and after having read or been advised of the following warning:

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 pursuant to section 13-21-119, Colorado Revised Statues.

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IT IS HEREBY AGREED AS FOLLOWS:

- 1) I have voluntarily requested to engage in any or all of The Activities.
- 2) *Awareness/Assumption of Risk:*

I understand that horses and ponies (hereafter referred to as “equines”) are large, powerful animals that are unpredictable. For example, if frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, spin, or run away from danger by trotting or galloping – possibly without warning. Numerous things could cause the equine, even if the animal has no known history of injuring people to react to sudden noises, movements, other animals, or actions by third parties, objects, or things, by kicking, bucking, rearing up, spinning around, backing up quickly, striking, or biting. Should any of these, or other events occur, I understand that anyone can suffer bodily and other injuries.

Further, I understand that riding, handling, mounting, dismounting, being near an equine, receiving instruction on or around equines, attending a clinic, and/or participating in a clinic can expose me to numerous hazards, which could include (but not limited to), for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine’s reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near or off of the property where the clinic takes place; and/or collisions with other equines, animals, or objects. **I understand that these risks and dangers inherent in equine activities can occur with or without negligence on part of Clinician, and I expressly agree to assume these risks. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Clinician to list all possible equine-related risks for me in this document or at any time.**

- 3) *Liability Waiver and Release:*

As lawful consideration for Clinician allowing me to engage in any or all of The Activities, now or in the future, I agree to assume the risks that are described above and to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities at any location or while participating (directly or indirectly) in the clinic or instruction with Clinician. This also includes loss, damage, injury (including death), arising from being in close proximity to an equine or on the premises of the stable. The term “damages” means (but not limited to), for example, medical expenses, losses and expenses incurred because of bodily injuries or property damages and/or personal property damages. I, for myself and for my heirs, family members, administrators, estate, personal representatives or assigns, release and discharge American Horse Company LLC, Mark Hernandez and their representatives, assigns, and others acting on their behalf from liability in the event of any injury or damage of any nature (or perhaps even death) to me or anyone else which may occur while engaging in any or all The Activities at any location (except if such injury or damage is caused by Clinician’s gross negligence or excessive and willful misconduct).

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Liability Waiver and Release Pertaining to Equine(s):

In addition, with respect to each equine that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is working with the equine), I agree to release American Horse Company LLC, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of Clinician or of others associated with Clinician. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to this/these equine(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if injury or damage was directly caused by Clinician's gross negligence or willful and excessive misconduct).

4) *Indemnity Agreement:*

I also agree to indemnify and hold harmless American Horse Company LLC, Mark Hernandez and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all damages which are sustained or suffered by my minor children, legal wards, and/or any third person(s) ["third persons" are people who are not parties to this Agreement, including, but not limited to, other people, clinic visitors, participants, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location.

5) *Helmets/Safety:*

I agree to be responsible for my own safety and that of an unborn child if Rider is pregnant. Pregnant women should ride horses only under the advice of their physician. Clinician advises pregnant women not to ride horses.

★ ★ ★ Wearing a helmet is my choice; Clinician has advised me that I should consider ★ ★ ★ purchasing and wearing properly fitted and secured headwear that meets or exceeds ASTM (American Society for Testing and Materials)/SEI (Safety Equipment Institute) standards for equestrian use and carry the SEI tag while mounting, riding, handling, dismounting, or when near equines. I am **NOT** relying on Clinician or anyone affiliated with Clinician to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time, now or in the future. If I choose to wear an ASTM-standard/SEI-certified equestrian helmet, or if I choose not to, this is my decision alone.

6) *Use of Photographs or Videotapes:*

By my signature below, I irrevocably grant full permission for Clinician or others affiliated with and authorized by Clinician to use and publish any photographs, videotapes, or electronic recordings taken of me, even if such use and publication is for commercial or promotional purposes.

7) *Health and Physical Conditions:*

Many physical conditions or disabilities pose special physical risks to the participant during exercise. Horseback riding, handling horses, and equine activities are considered exercise. I understand that Clinician recommends that I seek the advice of a physician before participating in any of the Activities.

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By signing below I confirm that I have no history of epileptic seizures, heart condition, or any other medical problem that could be affected by horseback riding, handling horses, and any other equine activities.

I have the following physical conditions that I want Clinician to be aware of that may affect my ability to ride a horse, handle a horse, be near a horse, and/or attend or participate in a clinic:

8) *Independent Trainers/Clinicians/Instructors:*

I am aware that independent trainers, clinicians, and/or riding instructors may occasionally do business near, or at the same time as, Clinician, but I understand that they may operate as wholly independent businesses and may not necessarily be employees, partners, or in joint venture with Clinician.

9) *Governing Law/Enforceability:*

This Waiver, Release of Liability, Assumption of Risk Agreement, and Indemnity Agreement is governed by Colorado law and is intended to be as broad and inclusive as Colorado law permits. Should any clause in this document conflict with Colorado law, only that clause will be null and void and the remainder of this document shall remain in full force and effect at all times, now and in the future.

10) *Modifications/Breach:*

This release can only be modified by a written agreement that is signed by me and Mark Hernandez (on behalf of American Horse Company, LLC). If I breach this release I agree to pay the attorney fees and court costs related to such breach incurred by Clinician and/or persons directly affiliated with Clinician. It is also agreed that any disputes arising under this document, or any activities that are undertaken pursuant to it, shall be litigated in a court of proper jurisdiction located in or nearest to Colorado Springs, Colorado, where Clinician resides and transacts business, and I agree that this is a convenient location.

11) *The Undersign Represents That:*

(Please check each box below, if true and correct)

- I am at or over 18 years of age and (if I am signing on behalf of a child or legal ward) I am the parent or legally-appointed guardian.
- I am of sound mind, and not suffering from shock or under the influence of alcohol, drugs, or intoxicants.
- I have read this entire Waiver, Release of Liability, Assumption of Risk Agreement, and Indemnity Agreement, and I fully understand it.
- I understand that even though I am signing this document today, I am giving up rights to sue today and at all times in the future.
- I understand that I am giving up rights to sue whether or not I am riding a horse and regardless of where I may be injured
- I acknowledge that this document is a contract and agree that if a lawsuit is filed against American Horse Company, LLC for any injury or damage in breach of this contract, the undersigned will pay all attorney's fees and costs incurred by the above mentioned defending such an action.
- I have concluded that the risks involved and the Waiver, Release of Liability, is worth the pleasure of being involved with the Activities.
- The information I have provided in this document is true and accurate.

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Signature

Date

Email Address

Phone Number

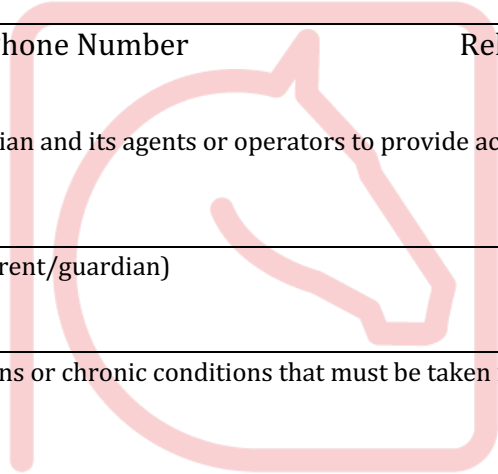
Emergency Name & Contact Phone Number

Relationship

Medical Release: I authorize Clinician and its agents or operators to provide access to medical treatment at the nearest hospital if necessary.

Name and Signature of Rider (or parent/guardian)

Please note any health considerations or chronic conditions that must be taken into account if medical care is required.



AMERICAN HORSE
★ ★ ★ ★ ★ **COMPANY** ★ ★ ★ ★ ★