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## WAIVER OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of my participation in any equine activity given, taught, planned, hosted, or sponsored by, or held at Ferro Equine Services, LLC, a Colorado Limited Liability Company, the undersigned (hereinafter referred to as "Participant") hereby RELEASES, WAIVES, DISCHARGES & COVENANTS NOT TO SUE Ferro Equine Services, LLC, its members, officers, managers, servants, agents and employees, hereinafter referred to as RELEASES, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, however caused, while participating in said activities, or while in, or upon any premises where said activities are being conducted.

I am fully aware that there are inherent risks of equine activities, including, but 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; 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. Additionally, I acknowledge that I have been asked by and have provided information to Ferro Equine Services, LLC of my ability to engage safely in equine activities and to determine my ability to manage animals that I may be engaged.

I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, a result of being engaged in such activity, however caused. I understand and agree that the Releases have permission to authorize emergency medical treatment for me if I am injured and appear to be unable to arrange for and authorize such treatment myself. Furthermore, the Releases assume no responsibility for any loss, damage, injury or death that might arise out of or in connection with such authorized emergency medical treatment. Moreover, I agree that I have no health-related reasons or problems that would preclude or restrict participation of this activity and that I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as a result of injury. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASED from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activity. It is my express intent that this Release and Hold Harmless agreement

shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a

RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASES. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be considered in accordance with the laws of the State of Colorado.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless agreement, understand it and design it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

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. THIS IS A RELEASE OF LEGAL RIGHTS AND A LEGALLY BINDING DOCUMENT. READ BEFORE SIGNING AND OBTAIN INDEPENDENT LEGAL COUNSEL IF DESIRED. IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of

2022.

(Printed Name)

(Signature)

If the above named Participant is a minor, I hereby represent to Ferro Equine Services, LLC that I am the parent or legal guardian of the Participant, and (if married) have discussed this release with my spouse and I have the authority to execute this release on behalf of my spouse. I am of legal age and am freely signing this agreement on behalf of my child, the "Participant", my spouse (if married) and myself. I HAVE READ THIS RELEASE AND UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP LEGAL RIGHTS AND REMEDIES ON BEHALF OF MYSELF, MY CHILD, MY SPOUSE, ESTATE, HEIRS AND/OR ASSIGNS.

(Printed name of Parent/Legal Guardian)

(Signature of Parent/Legal Guardian)
Date: