



Horseback Riding Waiver and Release of Liability

I the undersigned, hereby acknowledge that I have voluntarily applied to engage in an activity of horseback riding with Highlands Ranch Community Association, Inc.

I understand that the activity of horseback riding involves numerous inherent risks of injury that are an integral part of such an activity. I assume full responsibility for all such risks, including loss of control, collisions and obstacles, whether they are obvious or not obvious. I and/or my family further understand that an animal, irrespective of its training and usual past behaviors and characteristics may act or react unexpectedly or unpredictably at times and I also assume such risks.

I understand that I may encounter variations in terrain which may result in injury or damages. I acknowledge that these are my responsibility and I assume the risk for these hazards including breaks, growth, debris, rocks, cliffs and other hazardous surfaces or subsurface conditions and obstacles whether they are obvious or not obvious, man-made or natural.

I understand that animals are unpredictable and that the risk of injury is inherent to the activity. I agree to assume all risks of injury or death caused by horseback riding, whatever the cause, except as provided by law. I understand that helmets are provided if I so desire to wear a helmet.

I understand and accept that there are risks involved in participating in any recreational activity. I understand that this is an outdoor activity which may involve walking off trail in unimproved, natural areas and may involve numerous inherent risks of injury that are an integral part of such an activity. I assume full responsibility for all such risks.

I am aware of those risks, and I am voluntarily participating in this activity with knowledge of the risks involved. I agree to accept any and all such risk of injury, death, and/or property damage. I agree to the terms of this waiver, release, covenant not to sue and indemnity agreement as set forth herein. In case of injury or illness, I give my consent to emergency transportation and the administration of first aid, medical and/or dental treatment. I accept responsibility for the payment of any emergency transportation, treatment expenses and all related or subsequent medical and/or dental bills. I acknowledge that Highlands Ranch Community Association, Inc. (Hereinafter "HRCA") has not purchased and does not provide any medical or accident insurance to cover such expenses. Any such insurance is my responsibility. I waive, release, absolve, indemnify, and agree to hold harmless HRCA, its members, officers, directors, employees, volunteers, agents, or any other representative of these entities against any and all causes of action, claims, demands, losses, expenses, ability as the result of my participation in the activity of horseback riding, pony rides, pony parties or hay wagon rides. This contract shall be legally binding upon my heirs, my estate, legal guardians, my representatives and me.

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 SEC: 13-21-119 COLORADO REVISED STATUTES

I have carefully read this agreement and fully understand the contents. I am aware that I am releasing certain legal rights and thereby enter into this contract in behalf of myself and/or my family of my own freewill.

Any photographs taken while participating in any program, recreational activity, or event are the property of the Highlands Ranch Community Association, Inc. and may be used at their discretion.

Participant Name (Print)

Signature of Participant or Parent/Guardian if under 18

Date