

Full and Complete General Release

I, (Print name), _____ desire to use real property leased by Trish Thomas operated on as TMT Equine, LLC, dba Flatirons Equestrian Center, and the Medicine Horse Program located in Boulder, Colorado (the "Property"), for one or more of the following purpose: to pasture, breed, train, ride, break, school, care for, or maintain horses, and/or to pursue equestrian training/lessons, each, assist, or volunteer. In consideration of TMT Equine, LLC permitting me to use the Property and facilities located thereon, for the aforementioned purposes, I hereby make the following acknowledgements and agreements:

- 1. I understand that by signing this Agreement I assume all risks associated with the above activities and release TMT Equine, LLC as well as the owners of the property and their heirs, successors, assigns, contractors, employees, volunteers, and servants from all liability arising out of my use of or presence on the Property, including any actions by third parties. This release of liability shall extend to all claims of any kind, nature or description involving or relating to property damage, bodily injury, or death suffered or sustained by myself or any other person on the Property with or without my invitation or request.
2. I understand that the activities described above involve specific risks of property damage and/or personal injury to me, to others under my supervision or control or who accompany me onto the Property, and to others who may be on the Property. Such risks arise from the feeding, tethering, stabling, approaching, handling, grooming, tacking and untacking, mounting and dismounting, riding, and trailering of horses, assisting a veterinarian or farrier with horses, leading, lunging, or walking horses or trotting them in hand, ponying, assisting with broodmares and foals, mucking and cleaning, trailer loading and unloading, and any other activities related to horse care and enjoyment. Such risks may or may not be due to my negligence. Such risks may also arise from the presence of horses owned by others or their owners or the invitees of such owners on the Property. Such risks may also arise from my participation in the care and maintenance of or the riding or schooling of other horses on the Property. Such risks may also arise from hazardous, natural, manmade, known and unknown, which may exist on the Property. Such risks may also arise from the activities of persons on the Property at my invitation or request, of other persons who are using the Property, or of other owners, agents, employees or servants of TMT Equine, LLC. By my signature I acknowledge and assume all such risks and hazards and execute this release as to all such risks and hazards, even as to such risks and hazards as may be the result of the negligence or recklessness of TMT Equine, LLC, owners, agents, contractors, employees, and/or servants.
3. I hereby waive any right I might have to make claims or bring legal proceedings against TMT Equine, LLC or their heirs, successors, assigns, agents, contractors, servants, or employees for any personal injury or property damage sustained by me, any person under by supervision and control, or any person who accompanies me onto the Property during the course of any of the above described activities or usage of the Property, including damages arising from any costs and attorneys' fees arising from any legal proceedings which I might bring contrary to this agreement.
4. I agree to indemnify, defend, and hold harmless, TMT Equine, LLC, their heirs, successors, assigns, agents, contractors, volunteers, servants, and employees from any costs, liabilities and attorney's fees which may be incurred by them in any claim or legal proceeding I might bring in contradiction of this Agreement or any claim brought by a person under my control or supervision or who has accompanied me onto the Property presence on the Property. I further agree to indemnify and hold harmless TMT Equine, LLC, their heirs, successors, contractors, agents, volunteers, servants, or employees against any costs, losses or damages, and attorneys' fees suffered or incurred by them arising out of the usage or presence on the Property by or of myself, persons under my control or supervision, persons who have accompanied me onto the Property, or my horse or horses.
5. I have received and understand the following warning notice:

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. Medicine Horse Program (MHP) seeks and strives for safety at all times. However, I understand that there are certain risks inherent in equine related activities. I acknowledge that all activities involving horses (including but not limited to: horseback riding, handling, leading, groundwork and other contact) involve this degree of risk.

- 6. I also understand that the release of liability that I am providing in this Agreement encompasses and exceeds the exemption from civil liability provided by the aforementioned statute.
7. I am executing this agreement for the purpose of inducing TMT Equine, LLC to permit me to use the Property for one or more of the purposes outlined above.
8. Nothing herein shall be construed as a grant of permission by TMT Equine, LLC, owners, agents, contractors, servants, or employees to me to invite or request any person to use the Property of accompany me onto the Property without such person first signing a General release similar or identical to this one
9. This Agreement constitutes the entire agreement of the undersigned and TMT Equine, LLC regarding the subject matter of the agreement and supercedes all prior agreements, verbal or written, which pertain to the subject matter to this Agreement. This Agreement may be modified only by a writing signed by all of the parties. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing and signed by the party giving the waiver.
10. Regarding the interpretation of this Agreement, the specific statements or examples herein shall not be construed so as to limit in any way the general statements contained herein. It is my intention that this Agreement is to be given the broadest construction and effect possible.
11. If any provision of this Agreement is ruled to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding, and give full effect.
12. I have had an opportunity to read this Agreement and to seek counsel regarding its meaning. I acknowledge that I have read and this Agreement, Understand it, and have voluntarily initialed or signed each page hereof.
13. I acknowledge the risks in working with and around horses. However, I feel that the benefits of the program to all associated with it are greater than the risks assumed. I hereby, intending to be legally bound, for myself, my heirs, assigns, executors and/or administrators, waive and release forever all claims for damages against the Flatirons Equestrian Center, Instructors, Aides, other volunteers, and/or employees for any and all injuries and/or losses I may sustain while participating in the program. I further acknowledge that I am not covered under Flatirons Equestrian Center's insurance policy. I have read and understand this Release. Any and all scans, copies, or any other type of electronic version of this release will be deemed as legal as the original.

Dated this _____ day of _____ (month) , 2013

PARTICIPANT'S SIGNATURE (participant / rider must sign) _____

Print Participant's Name _____

Address _____

Phone #'s _____

Email Address _____ Witnessed by: _____

PARENT OR GUARDIAN'S SIGNATURE _____

NOTE: If any person providing this General Release to TMT Equine, LLC is under the age of 18 or in the care of a legal guardian, such person's parent or guardian shall also sign each page.