

RIDER'S LAST NAME: _____

Rocky Mountain Equi-Rhythm: Horses Balancing Hearts EQUINE LIABILITY RELEASE AND RIDING AGREEMENT

By this agreement, made and entered this _____ day of _____, 20_____, by and between RIDER: _____ and PARENT/LEGAL GUARDIAN (if RIDER is under legal age of consent) _____, hereinafter referred to as "I" and Rocky Mountain Equi-Rhythm: Horses Balancing Hearts ("RMER"), both located at Joder Arabian Ranch "JAR" at 7497 N. Foothills Highway, Boulder, CO 80302, IT IS HEREBY AGREED AS FOLLOWS:

ACTIVITY

I, the undersigned, do for myself or on behalf of my child or legal ward, hereby voluntarily request and consent to (*check ALL that may apply*):

- Collective Member and ride my horse at RMER Lease and ride a horse at RMER Take riding lessons at RMER
- Participate in riding or groundwork instruction at RMER Participate in 4-H Club activities at RMER
- Use trails at RMER Use cross-country course at RMER Participate in RMER activities
- Take yoga classes at RMER Judge a horse-related event at RMER
- Attend RMER Summer Camp** Community Service/Service Learning at RMER Attend or participate in clinics, special events, shows, continuing education classes or other activities at RMER
- Instruct students (in any mounted or unmounted discipline, class or activity) at RMER
- Participate in other horse-related events at RMER (*specify*): _____

AND to will ride either my (our) horse(s) or horses provided by RMER for pleasure, instructional or competitive purposes. If I decide, for myself or on behalf of my child or legal ward, to participate in an activity not checked or specifically listed, I agree nevertheless to be bound by the terms of this Agreement with respect to such activity. If I decide to withhold or withdraw my request, or permission for my child or legal ward, to participate in any one or more of the activities, I acknowledge that I must notify RMER (or RMER if RMER is conducting the activity) immediately, both verbally AND in writing.

EXPERIENCE

During the last two years, I, or my child or legal ward, have/has ridden horses: (*write applicable name(s) beside appropriate time*)

- A. Less than 10 hours _____ Name: _____
- B. 10 to 20 hours _____ Name: _____
- C. 20 hours or more _____ Name: _____

PROTECTIVE ATTIRE

I will always wear an ASTM/SEI-certified helmet with harness and will always wear hard-soled, fully enclosed shoes or boots and socks to protect feet and long pants to protect legs while working around or riding horses.

I (rider/parent/guardian/child) have been advised to always wear an ASTM/SEI-certified vest when jumping a horse.

THE NATURE AND PHYSICAL CHARACTERISTICS OF THE HORSE

- While domesticated, well-trained horses are usually obedient, docile and affectionate, it is important to understand that their survival instincts are what have allowed the horse to survive from prehistoric times to the present day.
- I am advised and I understand that the activities listed above are HAZARDOUS and may involve a substantial risk of serious injury or death.
- I am advised horses are: unpredictable by nature, with minds of their own, as are all animals both domestic and wild; often somewhat highly strung or nervous by nature; extremely strong and powerful physically; and extremely heavy, weighing from 600 to 1500 pounds on average. These characteristics deserve a human being's utmost respect.
- I am advised that when a horse is frightened, angry, under stress or feels threatened, it is his/her instinct to jump forward and/or sideways to run away from danger at a trot or gallop of speeds up to 35 miles per hour.

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- I am advised that if a horse is frightened or feels threatened from behind, it may kick straight back, sideways in either direction or even forward with either of its hind legs with tremendous force.
- I am advised that if a horse is frightened or feels threatened from above, or from something on its back, it may hunch its back and buck in a way that could throw a rider to the ground with tremendous force. A fall from a horse will usually be from a height of three to six feet.
- I am advised that if a horse is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, striking with one or both front legs, biting with its teeth, throwing its head up or from side to side, or running directly over whatever it fears in front of it.
- I am advised that a human must always approach a horse calmly, quietly and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.
- I am advised that loud and/or sudden unexpected movements, dropping of objects near a horse, approaching vehicles, animals or people, ill-fitting equipment or physical pain can provoke a domesticated horse into reacting according to his/her natural protective instincts.
- I am advised that the first signs of anger or fear in a horse are the sudden tensing of the muscles of the body, possibly laying its ears flat back against its head, or quickly tossing or raising its head, or sudden snorting through the nostrils accompanying at least one other warning sign.
- I am advised that a horse can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye. A horse can focus both eyes on one object some distance in front of it; that is usually the direction the ear is pointing and will tell an observer where the eye on the same side as the ear is looking, and consequently, on what the horse is likely concentrating on at that moment.
- I am advised that horses have two blind areas around which it cannot see. It cannot see directly behind it, nor what it is eating. This is the reason it is best to approach a horse close to the shoulder and never to surprise a horse from the rear, or to reach first for the horse's mouth.
- I am advised that while a horse is very sure-footed by nature, it may accidentally step on an object such as a human foot when it is balancing itself or turning about; also that if a horse is ridden or worked on unstable ground or slippery grass or footing, it could fall down, injuring a rider or handler.

CONTROL AND CARE OF THE HORSE

I (rider/parent/guardian/child) understand that upon mounting the horse and taking up the reins, I am in primary control of the horse and that RMER and RMER are not responsible for the results of my actions or inactions. I further agree to not abuse, misuse or deliberately agitate the horse as these actions may result in increased risk to myself and others.

I (rider/parent/guardian/child) agree to abide by the following principles of good horsemanship:

- All horses shall be treated in a humane manner at all times. No cruel or unsportsmanlike conduct will be tolerated. This includes roughness, roping, wrestling, intentionally causing disobedience, causing bucking, rearing, or any movements that endanger the health of horse or human. Use of severe bits is prohibited. Use of curb bits with mild ports and short shanks, snaffle bits and bosals or side pulls is encouraged. Twisted wire bits, long shanks (optimum ratio for shanks is 1:2.5 below the mouthpiece) and mechanical hackamores are examples of equipment NOT to be used.
- Horses are to be kept under control and supervision at all times, led by halter or bridle, tied a designated hitch rails, attended while tied, and ridden with a minimum of a bridle.
- Injured or ill horses shall be treated immediately.
- Instruction is permitted by instructors approved by (RMER) only.
- Horses may be ridden, handled or fed treats only with the horse owners' or agents' consent.
- Riding is restricted to the premises of Joder Arabian Ranch or public right-of-ways (not on adjacent private property).
- Riders are encouraged to stay on designated ranch trails so as not to create new "social" trails.
- Dismount before entering tacking area.

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- Indoor riding arena is limited to six horses. During lessons, this number is at the discretion of instructors. The outdoor arena should be considered as two arenas with the above policy prevailing in the half in which a lesson is in progress. Arenas may be reserved for special activities through RMER management. Consult the instructor schedule on the bulletin board for times the arena(s) will be used for lessons. Riders must share use of all facilities during all other times. Arena rules are posted.
- All riders are required to read and sign an Agreement and Liability Release prior to use of RMER or RMER horses or facilities. Boarders are responsible for requiring their guests to sign this agreement.
- If riders, boarders, leasers, event participants or visitors do not maintain proper care and conduct of a horse, they may be asked to dismount, the incident will be reviewed and privileges may be suspended at RMER and RMER facilities.

FACILITY POLICY

I (rider/parent/guardian/child) agree to abide by the following facility policies:

- All visitors, riders and boarders are responsible for the proper conduct of their families, pets and guests while on the RMER/RMER premises.
- Cooperation is needed to keep the facilities in good condition. **Please report any needed repairs or hazards** to RMER management. Maintenance/work request forms can be found in the lounge.
- Damage to RMER or RMER horses, equipment and facilities caused by neglect or abuse will be charged to the responsible individual. Maintenance and repair of facilities is restricted to RMER employees only.
- If any person is involved in a slip, fall or other physical incident, they are required to fill out an incident report. These reports are available in the lounge.
- No alcoholic beverages of any kind will be permitted on the premises.
- **No smoking** is allowed on the RMER/JAR premises. Fire danger is real.
- Hunting and shooting is not permitted except by special arrangement with Joder Arabian Ranch owners.

LIABILITY RELEASE

I hereby agree to fully and expressly assume and accept any and all RISKS of injury or death inherent in equine activities. I understand that, except in the event of RMER's wanton and willful negligence, I am responsible for death, bodily injury or property damage which I or my child or legal ward should sustain on RMER's/JAR premises and/or trails whether riding a horse or engaged in an activity described above or not, and/or while in transit to or at horse shows, trail rides, or similar expeditions. I am also responsible for any attendance or time that I or my child or legal ward shall lose from employment or school or other activity and for medical expenses or any other expenses incurred because of such bodily injury or property damage. I hereby, for myself, my child or legal ward, my heirs, administrators and assigns release and forever discharge the owners, operators, and sponsors of RMER and of RMER and their respective servants, agents, officers and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person, or that of my child or legal charge and/or property. I will defend and hold RMER and RMER, their officers, directors, employees, agents, insurers, and volunteers harmless against any and all damages, liabilities, losses, claims, demands, causes of action, judgments, costs, penalties, and expenses, including reasonable attorneys' fees, arising from any of my, or my child's or legal ward's, negligent or intentional acts or failures to act.

WARNING – under Colorado Law, an equine professional is not liable for an injury 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.

CONSENT TO EMERGENCY TREATMENT/MEDICAL INSURANCE/EMERGENCY CONTACTS

I (rider/parent/guardian/child) am in good health and am physically able to participate in the above-described activities, except as indicated at the end of this Agreement. In the event of illness or accident, permission is granted for emergency treatment to be administered. I will assume full responsibility for any such action, including payment of costs. I (rider/parent/guardian/child) am currently covered by accident-medical insurance and will remain insured for the duration of my, or my child's or legal ward's, participation in the above-described activities. *Name of insurance company is* _____ . *Policy number is* _____ .

Telephone number is _____ . *(Please provide a copy of the front and back of your insurance form.)* I

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further understand that should emergency treatment be required, the current insurance information here listed will be provided to the attending clinic or hospital to cover future payment of incurred bills.

This agreement is entered into in the state of Colorado and will be interpreted and enforced under the laws of that state. Upon the signing of the agreement, I (rider/parent/guardian/child) acknowledge that I have read and agree to be bound to this agreement.

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND OF SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT THIS DATE.

I CERTIFY THAT I HAVE LEGAL AUTHORITY TO CONSENT TO THE ABOVE-DESCRIBED ACTIVITIES ON BEHALF OF MY CHILD OR LEGAL WARD:

FULL NAME(S) OF RIDERS, IF UNDER AGE OR GUARDIANSHIP:

- | | |
|----------|----------------------|
| 1. _____ | DATE OF BIRTH: _____ |
| 2. _____ | DATE OF BIRTH: _____ |
| 3. _____ | DATE OF BIRTH: _____ |

Listed below are the details of any allergies, ailments or disability I (rider/parent/guardian/child) may have, of which RMER/RMER should be aware.

SIGNATURE OF PARENT OR GUARDIAN _____ DATE _____

SIGNATURE OF RIDER _____ DATE _____

(if of legal age and not under guardianship)

FULL ADDRESS _____ CITY _____ ST _____ ZIP _____

HOME PHONE _____ BUSINESS PHONE _____

In the event I cannot be reached, please contact:

Name: _____ Phone: _____ Alt. Phone: _____

Name: _____ Phone: _____ Alt. Phone: _____

Physician's Name: _____ Phone: _____

Preferred Medical Facility: _____

ALLERGIES, AILMENTS, MEDICAL CONDITIONS, OR DISABILITY _____

OTHER EMERGENCY CONTACT INFORMATION _____
