

*Lynn Hindman*



Committed to Quality

TRAINING \* BREEDING \* SALES

*Haystack Acres*

*6060 Niwot Rd.*

*Longmont, CO 80503*

*(303) 530-2519*

## **RELEASE, AND INDEMNITY AGREEMENT**

Upon my acceptance of horse and/or equipment and/or boarding services, I acknowledge that the use, handling, riding of and proximity to a horse is an inherently dangerous activity and involves a risk of physical injury to any individual undertaking such activities; and that a horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright which, likewise, is an inherently dangerous risk assumed by a horseback rider.

**FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby agrees as follows:**

**1. THE UNDERSIGNED RELEASES, WAIVES, DISCHARGES and COVENANTS NOT TO SUE OR MAKE ANY CLAIM AGAINST LYNN HINDMAN, DAVID HINDMAN, and Haystack Acres Inc. and it's employees, personal representatives, assigns, heirs, next of kin, and each of them, (hereafter "RELEASEES") from any and all liability, loss, damage, injury or death to the undersigned, and any claims or demands, therefor on account of injury to any other person, or any horse or property, whether or not caused by the negligence of the RELEASEES while the undersigned is engaging in any activity described above (whether or not under the instruction or supervision of RELEASEES, on or off the grounds of Haystack Acres).**

**2. THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS the RELEASEES and each of them, from any and all loss, injury, liability, damage, claims or demands, incurred in connection with the undersigned's participation in the activity described above, whether or not caused by the negligence of RELEASEES and agrees to pay RELEASEES any resulting expense, cost, fees (including attorney's fee) and damages.**

**3. THE UNDERSIGNED ASSUMES THE RISK AND FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE incurred by any person or horse in connection with the undersigned's participation in any activity described above, whether or not caused by the negligence of RELEASEES.**

**4. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES UNDERTAKEN BY THE UNDERSIGNED AS CONTEMPLATED ABOVE ARE INHERENTLY DANGEROUS and involve the risk of serious bodily injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion hereof is held invalid, then the remainder of this Release, Waiver and Indemnity Agreement shall, notwithstanding, continue in full force and effect.**

**5. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THIS RELEASE, AND WAIVER AND INDEMNITY AGREEMENT, and expressly acknowledges that no insurance coverage of any kind is to be provided, included or guaranteed by RELEASEES. The undersigned expressly acknowledges that no oral representations, statements or inducements apart from the foregoing written agreement have been made.**

**6. WAIVER AND VALIDITY**

The waiver of one term of this Agreement shall not constitute a breach of the Agreement of the waiver of another term of this Agreement. In the event any portion of this Agreement is held to be invalid, the remainder of the Agreement shall nonetheless remain in full force and effect. The Undersigned warrants and represents that if signing for a child under 18 years of age, he or she is the legal guardian of the child and is authorized to enter into this Agreement and that this Agreement shall be binding on Undersigned's signature.

7. This Agreement shall be effective and binding upon the undersigned commencing on the date below and shall continue and be reaffirmed each time the undersigned participates in horse related activities on or about the property of RELEASEES or in connection with lessons or rides either initiated at RELEASEES property or not.

**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 13-21-120,  
Colorado Revised Statutes.**

This Agreement shall be governed by the laws of the State of Colorado. The parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

I have read and understand this Agreement

print name(s) \_\_\_\_\_

signed, \_\_\_\_\_