

Jump Forth, LLC d/b/a Happy Horse Tack and Saddle Shop
Waiver and Release of Liability, Assumption of Risk and Indemnification Agreement
READ CAREFULLY BEFORE SIGNING. THIS IS A CONTRACT THAT INCLUDES A RELEASE OF
LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Releasing Parties: The individuals who are listed on and/or have signed this Agreement, including participants; parents/legal guardians (referred as “parent”), individually; and parents, on behalf of a minor participant under age 18 years. Reference to “I” or “me” in this Agreement includes all Releasing Parties.

Released Parties: “Happy Horse,” which includes Jump Forth, LLC d/b/a Happy Horse Tack and Saddle Shop, its officers, directors, members, agents, representatives, employees, volunteers, independent contractors, successors, assigns, insurance carrier(s), anyone acting on its behalf.

As consideration for Happy Horse’s services, I warrant, acknowledge, and agree as follows in this Agreement:

I am the owner or legally responsible party for the horse that I have asked Happy Horse to fit for a saddle or other equipment.

I understand and acknowledge that Happy Horse is providing a saddle fitting service only. Happy Horse has no right to or actual control over the premises where or the circumstances in which I participate in activities pursuant to this Agreement. Happy Horse has not selected and has no right to or actual control over the horse that I have asked to be fitted. I understand that Happy Horse reserves the right to discontinue its services for any reason or no reason.

I agree to abide by any and all rules established by Happy Horse while it performs its services.

Activities, Risks, Inherent Risks, Acknowledgment and Assumption of Risks

There are risks associated with participating in equestrian activities, which are activities of any kind or degree that involves contact with horses, mules or other equid (all referred to as “horses”). Happy Horse has not selected and has no right to supervise or control the equestrian activities I engage in.

I acknowledge that the risks, inherent risks, hazards, and dangers of these activities can cause injury, damage, death, or other loss to me or others. By this Agreement, I expressly assume all such risks, inherent risks, hazards, and dangers; I voluntarily participate in these activities.

Some but not all of the risks of equestrian activities include: Environmental risks, including from facilities, terrain, other animals, or weather; Risks associated with equestrian activities, including the unpredictability of horses, the misjudgment, carelessness, or recklessness of the participant or of other people working with horses or otherwise on the premises; Risks associated with equipment failure or misuse, such as slipping or breaking of saddles or other equipment, including the participant’s personal equipment, Happy Horse equipment, or other equipment.

Consequences: The risks described above and other risks may result in personal injury or death, and property loss. This includes injury or death to the participant. This includes injury to or death of the horse for which the participant is legally responsible or that the participant owns. Helmets or other safety gear may lessen injuries but do not guarantee safety or prevention of injury, death, or other loss.

I understand the nature and extent of these risks, and I have had an opportunity to ask questions of Happy Horse about the nature and extent of these risks.

Release and Indemnity Agreement

I (participant; parent, individually; and parent, on behalf of a minor participant), agree:

(1) **to release and agree not to sue Happy Horse,** with respect to any and all claims, liabilities, suits or expenses (all referred to as “claim(s)”) for any injury, damage, death or other loss in any way connected with

my or my child’s participation in these activities. I understand that I agree here to waive all claim(s) I or my child may have against Happy Horse, bind my/my child’s estate and any family member/heir/other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child’s behalf, will make a claim against Happy Horse as a result of any injury, damage, death or other loss suffered by me or my child; and

(2) **to defend and indemnify** (‘indemnify’ means to protect by reimbursement or payment) Happy Horse with respect to any and all claim(s): **(a)** brought by or on behalf of me, my child or spouse or my/my child’s other family member(s), heir(s) or estate for any injury, damage, death or other loss, including personal injury or property loss, in any way connected with my/my child’s participation in these activities; **(b)** brought by a co-participant or any other person or entity for any injury, damage, death or other loss, including personal injury or property loss, to the extent caused by my/my child’s conduct in the course of participating in these activities; **(c)** brought by any other person (or their heirs) or entity who I asked to assist me during the saddle fitting and while doing so experienced any injury, damage, death or other loss, including personal injury or property loss; and/or **(d)** brought by any other person or entity who claims a right of recovery for injury or loss to the horse I have asked Happy Horse to fit for a saddle or other equipment.

This Release and Indemnity Agreement includes claim(s) of or resulting from Happy Horse’s negligence (but not gross negligence or willful or wanton misconduct), and includes claim(s) for personal injury or wrongful death, property damage (including injury or loss of a horse), loss of consortium, breach of contract, premises liability, or any other claim.

Other Provisions

This Agreement applies to all present or future participation.

Colorado law governs this Agreement, any dispute I or my child have with Happy Horse and all other aspects of my or my child’s relationship with Happy Horse, contractual or otherwise.

Any mediation, suit or other proceeding must be filed or entered into only in Larimer County, Colorado. If I cannot informally resolve my dispute with Happy Horse, I agree to attempt to resolve the dispute through mediation before a mutually acceptable Colorado mediator.

This Agreement contains the entire agreement between the parties. No other prior verbal promise, understanding, warranty, agreement, verbal or otherwise, exists between the parties or binds the parties, except as expressly stated in this Agreement.

This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement is deemed unenforceable, this shall not affect the continuing force, effect, and enforceability of the remaining provisions.

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.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS ENTIRE AGREEMENT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS OF HAPPY HORSE ABOUT THIS AGREEMENT.

The parent must sign below, both in his/her individual capacity, and as a parent of any participating minor child (under age 18 years).

Participant Name (print)	Signature	Date	Participant birthdate	Signature of parent/legal guardian
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____

Email address: _____

Phone: _____

Address: _____

Address of Parent/Legal Guardian (if different): _____

Emergency Contact (Name and Phone): _____