



EVERGREEN RODEO ASSOCIATION

PO Box 759
29830 Stagecoach Blvd.
Evergreen, CO 80439

THIS IS A RELEASE AND INDEMNIFICATION AGREEMENT

Event: I wish to use the arena and grounds ("the property") owned by the Evergreen Rodeo Association ("Association"), located at 29830 Stagecoach Blvd., Evergreen, Colorado for equine related activities. I hereby agree to abide by the Bylaws of the Association with respect to this use.

Activities: I understand that my use of the property can involve interaction with people, horses, and livestock, or all of the above. I also understand there will/could be interaction with the facilities and the equipment needed to maintain the property. These activities involve numerous risks, including without limitation: injuries or death to the horses and people resulting from falling off horses, horses kicking each other or people, contact with livestock, as well as damage to personal property. In addition, I understand it is not possible for the Association, as the property owners and operators, to anticipate, identify, modify or eliminate these risks; that animals can be excitable, difficult to control and unpredictable, and that accidents can happen at any time.

I assume the risk and **legal responsibility** for any property damage or damages arising from illness, personal injury or death that could result from my use of the property. I have the sole responsibility for knowing the range of my abilities relative to the use of the property.

Release: I hereby covenant not to sue and release, acquit and forever discharge the Released Parties (as hereinafter defined) from any and all Claims (as hereinafter defined) against any Released Parties that I and my personal representatives, heirs, agents, assigns, and successors may have for, in any form or on any basis, known or unknown, suspected or unsuspected, arising from or related to, directly or indirectly, my use of the property. The term "Released Parties" means any person connected with the Association, including but not limited to: its members, board members, directors, officers, employees, volunteers, contractors, agents, sponsors, veterinarians; and the owners and operators of the property and surrounding land, including, without limitation, ESCO Arena at El Pinal, along with their heirs, personal representatives, successors and assigns. The term "Claims" means all actions, causes of action, suits, losses, damages, costs, attorney fees, judgments, liens, indebtedness, claims, demands and liabilities whatsoever, in any form or on any basis. I further agree to indemnify, defend, save and hold harmless the Released Parties against any and all Claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of my use of the property, whether attributable to the Released Parties or to some other cause.

WARNINGS: 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. Under Colorado Law, there is no liability for the death of or injury to a participant in an agricultural recreation or agritourism activity resulting from the inherent risks of the agricultural recreation or agritourism activity pursuant to Section 13-21-121, Colorado Revised Statutes. I have read, understood and agree to the terms of the liability release and indemnification for my use of the property.

X _____
Signature of Participant

Date

X _____
Printed Name of Participant

email Address

X _____
Signature of Parent (where Participant is less than 18 Yrs. old)

Date

X _____
Printed Name of Parent

Age of Participant (18 Yrs. and older) _____

Telephone number: _____

Street Address: _____

Cell phone: _____

City, State, Zip: _____

THIS RELEASE AND INDEMNIFICATION SHALL BE EFFECTIVE FOR THE CALENDAR YEAR IN WHICH IT IS SIGNED

Approved 10/05/2016