

The Middle Way

VOLUNTARY RELEASE AND INDEMNITY AGREEMENT

1. Voluntary Participation I, (Participant, Parent or Guardian's Name) _____ acknowledge that I have voluntarily applied to participate in horseback riding, therapeutic horseback riding, hippotherapy, volunteering and training (which shall also include handling, grooming, vaulting, jumping and other activities "horseback riding") offered by The Middle Way, Julia Anderson, Lori Araki, Stamper Land, and Fairplay Therapy Center (hereafter referred to as "TMW") on the premises located at 65 Stamper Ln and/or 34273 Hwy 9 Fairplay, CO 80440

2. Assumption of Risk I UNDERSTAND THAT HORSES AND PONIES ARE UNPREDICTABLE AND DANGEROUS, THAT HORSEBACK RIDING IS A HAZARDOUS ACTIVITY AND THAT THERE IS INHERENT DANGER TO ME, MY HORSE AND MY EQUIPMENT INVOLVED IN THAT ACTIVITY. I HAVE INSPECTED THE AREA WHERE THE HORSEBACK RIDING WILL BE CONDUCTED. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DAMAGES, INJURY, OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: (Participant, Parent or Guardian's initials) _____

3. No Representation or Warranties I acknowledge that neither TMW nor any of their affiliates, employees, volunteers, principles or agents has made, or is making any representation, warranties or guaranties with respect to any training provided to me, and I hereby waive all remedies, warranties, guaranties or liabilities, expressed or implied, with respect to any training provided to me, arising by law or otherwise.

4. Release, Discharge and Covenant Not to Sue As consideration for being permitted by TMW to participate in these activities and to use the facilities at TMW, I, on behalf of myself and my heirs, executors, administrators and assigns, hereby release TMW and their respective affiliates, employees, ,volunteers, principles and agents, and any owner or provider of facilities at which or with which such training is conducted (all referred to as "releasees") from any and all actions, claims, demands and liability now or at any time hereafter arising out of my participation in horseback riding or training or my presence on the premises of TMW. I hereby agree that I, my heirs, executors, administrators and assigns, will not make a claim against, sue or attach the property of any of the releasees for any injury, death, damages or property damage (including any injury to my horse) resulting from or arising out of any acts or omissions of releasees, including without limitation any negligence, of releasees.

5. Indemnity Agreement I further agree that I will defend, indemnify and hold harmless TMW and their respective affiliates, employees, volunteers, principles and agents, against all actions, claims, demands and liabilities (including court costs and attorney's fees) related to any injury, death, damages or property damage resulting from or arising out of my participation in horseback riding and/or training or my presence on the premises of TMW.

6. Barn Rules, Lesson Scheduling and Cancellation Policies I have read and agree to abide by the TMW Barn Rules. My permanent lesson time will be rebooked each week. I will be responsible for notifying TMW with any changes or cancellations, or if I no longer want my permanent lesson time. If you cancel a lesson, we require at least 24 hours notice. If you cancel with less than 24 hours' notice due to sickness or for any other reason, you will be charged a \$10.00 administrative fee. If no notice is given, you will be charged the full lesson fee (No Show/ No Call). (Participant, Parent or Guardian's initials) _____

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 THIS VOLUNTARY RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. I ASSUME ALL RISKS RELATED TO MY PARTICIPATION IN THE TRAINING. I HAVE EXECUTED THIS RELEASE VOLUNTARILY, EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Executed on this day: _____ Phone: _____

Name: _____ Email: _____

Signature: _____ TMW has permission to use my/my child's image: YES _____ NO _____

I, _____, am the parent or legal guardian of _____. I confirm that I have read the foregoing Voluntary Release and Indemnity Agreement and understand its contents. I understand that it is a release of all claims. I assume all risks related to our child's participation in the horseback riding or training. I expressly agree that the terms and conditions of the Voluntary Release and Indemnity Agreement shall apply to and be binding upon me and my minor child in all respects insofar as it pertains to his or her participation and to any injury, death, damages or property damage our child or his or her horse may sustain or cause as a result of such participation. I hereby authorize TMW, its employees, volunteers, principles and agents to initiate emergency first aid treatment for my child in the event of an accident. I also hereby authorize any and all necessary emergency medical treatment by professional medical personnel in such event. We warrant that we have health and accident insurance covering our child.

PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE THE FOLLOWING SIGNED BY THEIR PARENT OR LEGAL GUARDIAN:

Executed on _____

(signature: Parent/Legal Guardian)