



## Hartenburg Equestrian Activity Release and Hold Harmless Agreement

1. I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Allyson McCall Hartenburg and Hartenburg Equestrian, hereafter referred to as “the equine professional”, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding horses; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release the equine professional, employees, agents, and anyone else directly or indirectly connected with her from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to participate in equine related activities in association with the equine professional.
3. I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property. I understand that the equine professional is, to the best of her knowledge, operating in compliance with all local, state, and federal laws pertaining to equine activity and liability.
4. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
5. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional’s (s’) negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional’s directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.
6. I agree to wear an ASTM/SEI approved helmet, fitted in a manner deemed appropriate by manufacturer recommendation and deemed appropriate by the equine professional at all times while riding or longing a horse. I understand that it is my sole responsibility to provide, wear, and fit the helmet appropriately and the equine professional will not be held liable for any failure to wear, improper fit, defects or malfunctions in safety headgear. I furthermore agree to wear long pants made of a durable

material and close-toed, sturdy leather (or leather-like material) footwear that covers my entire foot and ankle at all times when in the presence of a horse. When riding, footwear must meet aforementioned requirements as well as have a heel of at least one-half inch (0.5") and no more than two inches (2.0"). Gloves are recommended when riding, longing, or leading any equine. ASTM approved body protection vests are required when cross-country riding as per industry norms and standards.

7. I consent to permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like. I agree that Allyson McCall Hartenburg and Hartenburg Equestrian has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to, illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc for the use of such pictures, etc., and hereby release Allyson McCall Hartenburg and Hartenburg Equestrian and/or agents and assigns from any and all claims which arise out of or are in any way connected with such use.

Warning: Under Colorado law, an equine professional is not liable for an injury to or 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 am of legal age and competent to contract in my own name. I have read this release before signing and fully understand the contents, meaning, and impact of this release.

Person voluntarily entering into this Release and Hold Harmless Agreement

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Equine Professional

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Allyson McCall Hartenburg

