

WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY. This is a release of liability and waiver of your legal rights.

1. Definitions. The undersigned person who is entering upon Horse EmPower's leased property to engage in equine related activities shall be referred to as "Participant." Participants are NOT spectators to the Activity. The "Undersigned" means the Participant when he/she is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean Horse EmPower, LLC, Kim Hardesty, Legacy Properties Management, LLC and Legacy Properties Trust, LLC and their affiliates, parents, subsidiaries, successors in interest, insurance carriers, agents, employees, representatives, assignees, members, managers, officers, directors, and owners. The "Activity" is the involvement in all equine programs, which includes, but is not limited to: equine assisted learning, equine assisted psychotherapy, riding horses, training horses, transporting horses, caring for horses, property maintenance related to horses, overnight boarding of horses, and other equine related activities.

2. Assumption of Risks and Dangers. The Undersigned understand that taking part in the Activity can be hazardous and involves the risk of physical injury and/or death. The Undersigned acknowledge and fully realize the risks and dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to being bitten, being bucked, being kicked, being trampled, falling off of a horse, serious bodily injury, contraction of disease, death, and other risks and dangers inherent in working in close proximity to horses. These risks also apply to individual horses involved in the Activity.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE RISKS AND DANGERS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE OR ALLOW MINORS TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE. SEE C.R.S. 13-21-119.

3. Duties of Participants. The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participants are responsible for reading, understanding and complying with any and all signage, instructions, or directions. Participants acknowledge that they have the physical dexterity, strength, and ability to engage in equine riding, racing, showing, and other related activities. Participants assume the risk of participating in the Activity in a ranch setting. Further the Undersigned understands that a minor Participant may participate in the Activity.

4. Release and Indemnification. In consideration of the Participant being permitted to participate in the Activity, the Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage arising out of or relating to Participant's participation in the Activity; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participants' participation in the Activity.

5. Medical Care. Undersigned authorize the Released Parties to call for medical care for Participants or to transport Participants to a medical facility or hospital, if in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such care and related transportation.

6. Miscellaneous. The Undersigned agree: (a) Participants will not engage in any activities prohibited by any applicable laws, statutes regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim shall be located in the state courts in La Plata County, Colorado; and (c) this agreement shall be binding for the duration of the Activity, and upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS.
I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.
I AM EXECUTING THIS AGREEMENT VOLUNTARILY.

Printed Name of Participant

Printed Name of Parent/Legal Guardian if under 18

Signature of Participant Date

Signature of Parent/Legal Guardian Date