

RELEASE AND INDEMNITY FOR EQUINE ACTIVITIES

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

In consideration of being permitted to participate in the El Paso County Wagon Train event on July 27 and 28, 2024, the undersigned participant freely and voluntarily agrees for me, my spouse, heirs, successors, personal representatives and assigns to the following:

1. I release and Discharge the El Paso County Wagon Train (“EPCWT”) from any and all liability, claims, demands or causes of action whatsoever arising out of any damages, loss or injury to me or to my property while I am participating in any equine activities and/or while I am engaged in any activity during the period of participation in an equine activity, whether such loss, damage or injury results from the negligent acts or omissions of EPCWT or from any other cause.
2. I understand that during portions of this event I will be in close proximity to one or more horses, donkeys, or oxen under circumstances which may expose me to some risk of injury, because of the nature of these animals, the outdoor location, and the activities in which I will be engaged and I accept and assume any and all risks and dangers of bodily injury, disability, death and/or property damage, even if caused in whole or in part by the negligent acts or omissions of EPCWT, or from any other cause.
3. I indemnify and hold harmless EPCWT, its officers, directors, members, agents, representatives, affiliates, land owners/tenants whose land the wagon train crosses, and insurers from any and all loss, liability or expense of any nature whatsoever, including reasonable attorney’s fees and costs, which it may incur or be exposed to as a result of any claim or bodily injury, death or property damage resulting from my participation in any equine activity.
4. I agree that exclusive jurisdiction and venue for any lawsuit arising out of this Agreement or the dealings between us shall be in the state courts in El Paso County, Colorado, and that the laws of the State of Colorado shall apply.
5. To the extent that any part of this Agreement is found to be invalid, void or illegal under applicable law, then the Court shall reform such part of this Agreement only to the extent necessary in order to make it enforceable, and all of the remainder of this Agreement shall remain in full force and effect.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, AND VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS.

Print Full Name of Participant: _____

Signature: _____ Date: _____

If a minor or an incapacitated person, parent or guardian must sign below.

Signature: _____ Date: _____

Print Full Name of Parent or Legal Guardian: _____

Address/ Phone of Parent or Legal Guardian: _____