



Coventry Farms, Inc.

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⇒IMPORTANT: THIS IS A LEGAL DOCUMENT⇐

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Coventry Farms, Inc. has done everything possible to assure that our guests experience a safe and fun equine related experience. We wish to inform our guests that equine related activities are not risk free. The same elements that contribute to the unique character and fun of equine related activities could cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

- "Equine activity" includes, but is not limited to riding, grooming, training, assisting in medical treatment of, driving, equine assisted therapy of any kind, or being a passenger upon an equine, whether mounted or unmounted or any person assisting a participant or horse show related activities. The term "engages in equine activity": does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.
- "Equine" means a horse, pony, mule, donkey, or hinny.
- "Equine activity" means: Equine shows, fairs, competitions, performance, equine assisted therapy of any kind, or parades that involve any or all breeds of equines and any of the equine disciplines, including but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, English and Western performance riding, endurance trail riding, Western games, exhibition, and hunting; Equine training or teaching activities or both: Boarding equines: Riding, inspecting, or evaluating equine belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; Rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; and placing or replacing horseshoes on an equine.
- "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for, and equine activity, including but not limited to: Pony Club, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes, programs and activities, therapeutic riding programs, and operators, instructors, and promoters and equine facilities including but not limited to stables, clubhouses, pony ride string, fairs, and arenas at which the activity is held.
- "Equine professional" means a person engaged for compensation: In instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine: or in renting equipment or tack to a participant.
- "Inherent risks of equine activities" mean those dangers or conditions which are an integral part of equine activities, as the case may be, including, but not limited to: The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them: The unpredictability of the animals' reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals: Certain hazards such as surface and subsurface conditions: Collisions with other animals or objects; The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failings to maintain control over the animal or not acting within his or her ability. It is also possible that some participants would suffer mental anguish or trauma from the experience of their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur during horse related activities. Most of these injuries are rare and you are not likely to encounter them however, they have occurred and you need to know about them and other possible injuries not mentioned previously. These injuries occur more often when the participants are using drugs or alcohol or are not physically able to undertake the activity.

(Continued on Other Side)

Initial: _____

I certify that my family, including minor children and myself are fully capable of participating in horse related activities. I state that I have read the above statement on some of the possible risks in these activities. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence of my family, or the negligence of **Coventry Farms, Inc.** I also understand that **Coventry Farms, Inc.** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in horse related activities. My family and I are in good physical condition and able to undertake this activity.

CONTRACT, WAIVER AND RELEASE AND INDEMNIFICATION

1. I agree to indemnify and hold harmless **Coventry Farms, Inc.** their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue **Coventry Farms, Inc.**, their agents and employees for all actions, causes of actions, damages, or damages in law or remedies in equity of whatever kind, including the negligence of **Coventry Farms, Inc.** or my family, myself, or my heirs, against **Coventry Farms, Inc.** and if I do I cannot collect any money.
 2. I agree to the site of any lawsuit and the law governing any such lawsuit shall be Colorado and governed by Colorado law. The terms of this agreement shall continue and be in effect after horse related activities have ended.
 3. As liquidated damages, I hereby agree that if **Coventry Farms, Inc.** is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs on my family's or my behalf, my heirs or executors and I agree to pay **Coventry Farms, Inc.** costs and attorney fees if they successfully defend such action, lawsuit, or litigation.
- I authorize and release to **Coventry Farms, Inc.** the use of my image in any equine related activity related photograph or video recording for the purpose of promoting **Coventry Farms, Inc.**
 - I have adequate health, disability, and life insurance for myself and my family.
 - I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified medical personnel to render necessary emergency medical care for my family or myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors any myself, have read, understand and acknowledge the risks and liability for myself, and my family this _____ day of _____ 20__.

A copy of this release can be used as if it were the original.

(YES or NO)

Pursuant to Colorado Law, I hereby wish that **NO** extraordinary measures be used to keep me alive in case of an accident. This includes cardiopulmonary resuscitation (CPR).

I and any member of my family do not have any medical condition that would prevent my participation in this activity except: _____.

As an adult I understand I can wear a helmet while riding. I voluntarily refuse to wear a helmet at this point in time. I understand that all persons under the age of eighteen **MUST** wear a helmet.

Participant

Parent or Guardian

Address
Phone (____) _____

Address
Phone(____) _____

Emergency Contact:

Name _____
Address _____
Phone (____) _____

Medical Insurance:

Name of Provider _____
Policy Number _____
Name of Doctor _____
Phone(____) _____