BAR·E·NORTH

WAIVER & RELEASE OF LIABILITY

This Waiver & Release of Liability (Agreement) is made this _____ day of _____, 20___, between Bar E North Breeding & Performance Horses, LLC (Bar E North) and _____ (Participant).

I (Participant) for myself, and on behalf of my spouse, children, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations:

1 ***Acknowledgement of Risk.*** Participant knowingly, willingly, and voluntarily acknowledges the inherent risks associated with equestrian activities and understands that horseback riding and related equine activities are inherently dangerous, and that participation in any of these activities involves risks and dangers, including the potential for serious bodily injury (including broken bones, head, or neck injuries), sickness and disease (including communicable diseases), trauma, pain and suffering, permanent disability, paralysis, and death; loss of or damage to personal property (including horses and equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants; contact or collision with other participants and horses, natural, or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Bar E North at its facilities and premises; and other undefined, not readily foreseeable, and presently unknown risks and dangers (Risks).

WARNING

Under Colo. Rev. Stat. § 13-21-119, 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.

2 ***Assumption of Risk.*** Participant understands that the Risks referenced in section 1 may be caused in whole or in part or result directly or indirectly from the negligence of his or her own actions or inactions, the actions or inactions of others participants, or the negligent acts or omissions of the Released Parties defined below, and hereby voluntarily and knowingly assumes all such Risks and responsibility for any damages, liabilities, losses, or expenses that he or she incurs as a result of participation. Participant also agrees to be responsible for any injury or damage caused by Participant, his or her horse, employees, or contractors under Participant's direction and control.

3 ***Waiver and Release of Liability, Hold Harmless, and Indemnity.*** Participant therefore releases, waives, and covenants not to sue, and further agrees to indemnify, defend, and hold harmless the following parties: Bar E North and its owners, employees, contractors, and any other service provider providing services on behalf of Bar E North; the owners, managers, or lessors of any Bar E North facilities or premises; and all members, mangers, employees, agents, contractors, and volunteers of any previously mentioned parties (individually and collectively,

the Released Parties), with respect to any liability, claims, demands, causes of action, damages, loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (Liability) that may arise out of, result from, or relate in any way to Participant's activities at any Bar E North facilities or premises, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

4 ***Complete Agreement and Severability Clause.*** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

5 ***Governing Law.*** This Agreement is governed by the laws of the State of Colorado.

Participant has carefully read this document in its entirety, understand all its terms and conditions, and know it contains an assumption of risk, release and waiver from liability, as well as hold-harmless-and-indemnification obligations.

By signing below, Participant acknowledges reading, understanding, and agreeing to be bound by this Agreement. If, despite this Agreement, Participant, or anyone on Participant's behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, Participant will indemnify, defend, and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

_____

Name: