

WAIVER & RELEASE FOR SLEIPNIR STABLES, LTD.

This Is A Waiver of Your Legal Rights and an Agreement Not To Sue. Serious Injury Or Death May Result From Riding Or Being Near Horses!

1. Liability Release. In consideration for Sleipnir Stables, Ltd., ("Stables") allowing me (or my child, _____,) to voluntarily participate in its activities, I agree as follows:

- a. This agreement, waiver and release applies to STABLES and to STABLES' predecessors, successors, attorneys, insurers, employees, officers, owners, and specifically John Scorsine, or any other person working on their behalf at the time of occurrence of any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages or death (" Released Parties");
- b. I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me, my minor children, my horse and my property, and legal liability of every nature, including the negligent acts or omissions of any Released Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of participation in the past, present or future STABLES activities (including equestrian activities, such as the riding, use of, or being near, horses, whether at an arena, stable or on a trail ride in association with STABLES) and I assume all risks of injury or death as set forth in this release;
- c. I shall not bring any lawsuit, action or proceeding against any Released Parties, even if they engage in negligent conduct; and
- d. I make this agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assigns.

2. Activity Risk. I understand that some STABLES activities take place in isolated or wilderness areas over rough terrain, and/or trails of unknown condition and others take place on land or in facilities owned and managed by others from whom such land or facilities are borrowed or rented. I understand that horseback riding is a rugged adventure, recreational sport activity. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are always present in STABLES activities, on or near horses. I understand that pregnant women are specifically advised not to ride horses.

3. Nature of Horses. I understand that no horse is completely safe, and the Released Parties make no representations or guarantees regarding the safety, training or suitability of any horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If I fall from a horse to the ground, it will generally be at a distance of 4 to 6 feet, and the impact will injure me. In the event of certain activities, a can be thrown from a horse or fall from a horse while it is jumping and the fall can be from considerably greater heights. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be danger if it is frightened or provoked, or for no reason whatsoever.

4. 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. Further, Under Colorado Law, a llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the inherent risks of llama activities, pursuant to section 13-21-119, Colorado Revised Statutes.

5. ACTS AS GUARDIAN: In the event of my child or ward, I further agree and understand that as the child's or ward's legal guardian, I execute this agreement on their behalf and have full authority to do so. In the event it should subsequently be determined that I have signed this agreement without proper authorization or authority, I agree to fully and completely indemnify the Stables as to any loss sustained.

6. GUESTS: I further agree that as to any guest my child or I may bring to the Stables, that I will fully indemnify the Stables as to any loss and it is my responsibility to ensure that such guest adheres to generally accepted safety practices and the rules of the Stables' management.

This Agreement shall not create a license or tenancy, the Stables reserves the right to direct any person to leave the premises at any time for any reason.

THIS IS A LEGAL DOCUMENT AND HAS SIGNIFICANT IMPACTS ON YOUR LEGAL RIGHTS AND RESPONSIBILITIES. BE SURE YOU FULLY UNDERSTAND THE TERMS AND PROVISIONS OF THIS DOCUMENT!

Dated: _____

Parent of Guardian
Version 08272007

Child