

THIS AGREEMENT IS FOR EQUESTRIANS (RIDERS)

**LICENSE AGREEMENT & RELEASE OF LIABILITY
(EQUESTRIAN STABLES, GROUNDS, AND ARENAS)**

Licensee's Name: _____

Age: _____ Date of Birth: _____

Parent or Guardian's Name (if Licensee Under 18):

Physical Address: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Driver's License No.: _____ Driver's License State: _____

Please read this License Agreement & Release of Liability ("Agreement") carefully before signing. By signing this Agreement you waive and release certain legal rights. Your signature on this Agreement reflects your understanding and voluntary acceptance of all of the following:

Being present in or around equestrian stables, grounds, or arenas, whether or not on horseback, is an inherently dangerous activity. You might get seriously injured or killed no matter what protective equipment you wear; no matter how well trained you, your animal(s), and other riders or animals in the area are; and no matter how well maintained the stables, grounds, or arenas are. The inherent risks of equestrian stables, grounds, and arenas include:

EQUINES – Every equine, no matter how well trained, is a large animal that can, accidentally or intentionally, seriously injure or kill you. The inherent risks of being around equines include being bitten, kicked, trampled, headbutted, pushed, tripped, sat upon, laid upon, or fallen upon by the animal; and the inherent risks of horseback riding include all of the foregoing plus the risks of being thrown from, falling off of, or being smashed into another object or animal (including other humans) by, the equine. Horseback-riding equipment, no matter how well inspected and well maintained, can fail, resulting in such dangerous situations as sudden and unpredictable loss of stirrups, loosened or dislodged saddles, and animal-control devices such as reins and blinders being rendered ineffective. Any equine can behave unpredictably and refuse to respond to human commands at any time, with no advance warning, resulting in severe injury or death. You knowingly and voluntarily assume all such risks and are solely responsible for any injury or death arising from any of the inherent risks associated with equines.

HAZARDOUS SURROUNDINGS – Equestrian stables, grounds, and arenas are full of potentially hazardous tools, materials, barriers, people (including potentially impaired people), and animals. Hazards of being present in equestrian stables, grounds, or arenas include all the inherent hazards associated with equines described above, combined with all the inherent hazards of being in an enclosed space in which vehicles, livestock, ropes, spurs, tripping hazards, fencing, hay, pipes, tools, insects, rodents, reptiles, dogs, cats, livestock, other people, building tools and materials, uneven ground with unmarked tripping hazards for humans and equines (including but not limited to holes, mud, sand, rocks, etc.), firearms, and equestrian-training implements and obstacles exacerbate those risks. By entering equestrian stables, grounds, or arenas you knowingly and voluntarily assume all such risks and are solely responsible for any injury or death arising from any of the inherent risks of being present in equestrian stables, grounds, or arenas.

IMPAIRMENT – Being present in an equestrian stables, grounds, or arena requires peak focus and reflexes—being distracted, intoxicated, drunk, buzzed, stoned, high, baked, tripping, under the influence of strong emotions, hungry, thirsty, bonked, sleep deprived, injured, or otherwise impaired in the slightest can result in severe injury or death. By entering the equestrian stables, grounds, or arena you knowingly and voluntarily assume all such risks and are solely responsible for any injury or death to yourself or others arising from any impairment you suffer.

By being present in or around equestrian stables, grounds, or arenas you assume all of the above-stated, inherent risks. By signing this Agreement, you are stating to Emma Tree Farms LLC that you (a) understand all of those inherent risks; (b) are voluntarily assuming all of those risks; (c) know how to safely interact around equines and equine stables, grounds, or arenas; (d) have inspected your equestrian tools, clothing, and equipment and are accepting it "as is"; and (e) have received satisfactory answers to whatever questions or concerns you may have relating to the inherent risks of equestrian stables, grounds, or arenas. Emma Tree Farms LLC is relying on your statement of understanding in choosing to permit you to be present in or around its equestrian stables, grounds, or arenas. Emma Tree Farms LLC will not permit your presence in or around its equestrian stables, grounds, or arenas if you do not understand the inherent risks of equestrian stables, grounds, or arenas, voluntarily assume those risks, and know how to safely comport yourself

around equines, equestrians, and equestrian-related tools and equipment. IF YOU HAVE QUESTIONS, ASK!

By signing this Agreement you waive and forever release any claims, demands, and causes of action for any loss, injury, damage, or liability of any nature whatsoever, at law or in equity (collectively "Claims"), against Emma Tree Farms LLC arising from or relating to your presence in or around its equestrian stables, grounds, or arenas. This Agreement may serve as a complete bar to and defense against any such Claims. If any circumstances render any portion or application of this Agreement unenforceable, it shall be enforced to the fullest extent permitted by law. This Agreement shall be exclusively governed by the laws of the state of Colorado, and the exclusive jurisdiction over and venue for any dispute between you and Emma Tree Farms LLC in which this Agreement is implicated shall lie with Colorado's Garfield County District Court.

By signing this Agreement, you further agree to pay Emma Tree Farms LLC for any loss of or damage (normal wear and tear excepted) to its equipment, grounds, or improvements relating to your use of them.

This release is binding upon you and your heirs, assigns, successors, subrogors, guardians, conservators, powers of attorney, trustees, personal representatives, executors, and estate.

"Emma Tree Farms LLC" as used throughout this Agreement refers to Emma Tree Farms LLC and its agents, employees, managers, owners, affiliates, insurers, successors, and assigns as well as the Robert P. Scherer Living Trust dated May 23, 2007 and its trustees, beneficiaries, agents, employees, successors, and assigns.

This Agreement is a legally binding contract that you are entering into with Emma Tree Farms LLC in exchange for it permitting your presence in or around its equestrian stables, grounds, or arenas. By signing below you represent to Emma Tree Farms LLC that you have read and understood this Agreement and intend to be bound by all of its terms.

Signature

Date

Print Name

Parent or Guardian's signature (if under 18)

Parent or Guardian's Print Name