

Liability Release Waiver

All persons MUST sign this Liability Release Waiver prior to entering Fleurting Rose Ranch, LLC's ("Ranch") premises. If you are under eighteen (18) years of age, please sign this agreement and have a parent or guardian sign as well.

Participant's Name: _____ Date of Birth: _____

Parent or Guardian (if any): _____ Date of Birth: _____

(Relationship to Participant): _____

Address: _____ Email: _____

_____ Phone: _____

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.

Participant understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with visiting Ranch's premises and handling and riding horses on Ranch's premises.

Participant understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Participant or others. Ranch's premises may contain defects, and Ranch shall not be liable for such defects. For example, footing at such facility, including arena, round pen, and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. Participant expressly assumes all risks of engaging in horse-related activities, including the risk that Ranch and/or Ranch's principals, guests, affiliates, employees, agents or contractors (collectively, the "Ranch Parties") may be negligent. Accordingly, Participant agrees upon behalf of the Participant and Participant's guardians, heirs, and assigns (collectively the "Participant Parties") not to sue the Ranch Parties or otherwise make a claim against such parties in connection with any injury or death.

Participant agrees to follow carefully all posted Barn Rules and any other rules provided to Participant regarding use of the property. Participant agrees to wear heeled riding boots, an ASTM-certified safety helmet fastened securely under the chin, and other proper riding attire while riding on Ranch's premises. If Participant does not wear these items, Participant assumes the increased risk of injury or death associated with failing to wear such protective attire. Participant agrees that Ranch has no duty to provide safety attire for Participant. ALL PARTICIPANTS MUST WEAR A CERTIFIED SAFETY HELMET. Any participant choosing not to wear a certified safety helmet will not be allowed to ride on the premises and shall be immediately escorted off the property.

Participant makes each of the following representations and warranties on behalf of Participant Parties:

- (a) Participant has the requisite authority to enter into this Agreement upon behalf of the Participant Parties.
- (b) In the event that Participant is incapacitated at any time while Participant is on Ranch's premises, Participant grants Ranch and Ranch's agents, employees and contractors full authority to make all decisions on behalf of Participant, including medical care, and Participant agrees to hold such parties harmless for any injuries or death to Participant that may result from such decisions.
- (c) Participant does not have any physical or mental conditions that may prevent Participant from safely participating in horse-related activities.
- (d) All horses that Participant may bring to Ranch's premises have a current negative Coggins test and are current on all routine vaccinations.

(e) To the best of Participant's knowledge, all horses that Participant may bring to Ranch's premises are free of contagious diseases or conditions.

Page 9

Boarder's Initials: _____

EXHIBIT A

(f) All horses that Participant may bring to Ranch's premises have no history of dangerous behavior, including but not limited to biting and kicking.

By his/her signature, the undersigned Participant acknowledges that under Colorado law, an equine professional is not liable for injury to, or the death of, a Participant in equine activities resulting from the inherent risks of equine activities. The undersigned Participant acknowledges and fully understands the owner of Ranch is not liable for injury to, or the death of, a Participant in equine activities resulting from the inherent risks of equine activities. The undersigned Participant acknowledges that he/she has read Ranch's Barn Rules, fully understands all of the rules and agrees to abide by all such rules. The Participant shall be asked to leave the property if Participant violates the Barn Rules. The undersigned Participant releases and waives all rights against the Ranch Parties, sponsor/professional or property owner for death or personal injury. The Participant waives his/her right to sue or to bring any action against the Ranch Parties, sponsor/professional or property owner. The Participant assumes all risks and dangers of death and/or personal injury incurred while participating in equine activities on the Ranch property. The Participant authorizes and consents to any emergency medical care, which may at the time appear reasonable and appropriate under the circumstances as a result of injury caused by or incurred in the course of an equine activity. By signing this document Participant affirms he/she carries health insurance and will NOT hold Ranch Parties, sponsor/professional or owner liable for any medical costs. Participant (and Participant's parent or guardian, if applicable) agrees to defend, indemnify, save and hold harmless Ranch Parties from and against any loss, liability, damage, attorneys' fee, or costs that it may incur arising out of or in any way connected with Participant's use of Ranch, Ranch's premises, presence on the Ranch's premises, Horse's conduct, Participant's use or access to Horse, or Participant's actions, breaches, failures, or omissions in performing or furthering this agreement, any obligation or conduct thereunder, or as they may relate to or arise out of the subject matter of this agreement.

I have read and fully understand the Liability Release Waiver of right to sue and assumption of all risks.

Participant:

Name: _____ Signature: _____

_____ Date: _____

Parent or Guardian:

Name: _____ Signature: _____

_____ Date: _____

Page 10

Boarder's Initials: _____

FLUERTING ROSE RANCH, LLC BARN RULES

1. Hours of operation are 8:00AM to 8:00PM, Mountain Standard Time, unless special arrangements have been made through _____. Barn will not otherwise be available during off

hours.

2. Board payment is due on the first of the month. A late fee of \$25 will be assessed for payment made after the fifth of the month.
3. Clean up your horse's manure if it drops anywhere outside the stall. Please do not leave manure on the driveway. Protect the integrity of the arena footing by cleaning up any manure after you ride.
4. Clean up after yourself. Do not leave common areas such as the wash stall or lounge a mess for the next boarder. Use your own grooming supplies and stow them in your locker before you leave the barn.
5. Please be aware dogs and other animals may be on the property.
6. Please park your vehicle in a location that does not block the driveway or entry into or out of the barn, arena, or paddock. No trailers will be parked on the property unless special arrangements have been made.
7. No more than three horses in the arena at any time.
8. During lessons, only the lesson horse(s) is permitted in the arena.
9. Ranch does not allow the jumping of anything over two feet (2') tall, and rider must obtain Ranch permission prior to any jump.
10. No turnout in the indoor or outdoor arenas.
11. There shall be absolutely no lunging in the indoor or outdoor arenas.
12. Everyone riding on the property must first sign a LIABILITY RELEASE WAIVER. Forms are located in the lounge in the upper arena or upon request.
13. If you are the last person in the building, turn off all lights in the barn and/or the arena.
14. Absolutely do not adjust the heat in the barn or arena lounges.
15. Do your part to respect community areas. Do not leave food in the refrigerators. Do not take someone else's food or bottled drinks without permission.
16. Use of the laundry is off limits to everyone except Ranch personnel.
17. Gates must be kept closed at all times. Quickly and securely fasten a gate immediately after any required use.

Page 11 Boarder's Initials: _____

EXHIBIT B

18. An ASTM-certified safety helmet fastened securely under the chin is required at all times. ALL PARTICIPANTS MUST WEAR A CERTIFIED SAFETY HELMET. Any participant choosing not to wear a certified safety helmet will not be allowed to ride on the premises and shall be immediately escorted off the property.

19. No one may ride or otherwise interact with a horse that does not belong to them, unless they have prior written permission to do so. Boarders may only interact with their own Horse. Failure to abide by the Barn Rules shall be considered a material breach and result in grounds for immediate termination of any Boarding Agreement or other associated agreement.

FLEURTING ROSE RANCH, LLC

_____ Karen Duplantis

Date: _____

\

BOARDER/PARTICIPANT

_____ Name: _____ Date: ____