

# *Leg Up Learning Solutions LLC & Ellen Lichtenstein, Horse Owner*

## **PARTICIPANT AGREEMENT: Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

This agreement is made between Leg Up Learning Solutions LLC (the Company) and Ellen Lichtenstein (the Owner), and \_\_\_\_\_ (The Participant) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Assumption of Inherent Risks:** I understand the inherent risks involved in equine activities, which risks include, but are not limited to, bodily injury, physical harm and even death to horses, riders, and spectators from using, riding or being in close proximity to horses may occur in normal use. I acknowledge that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, I understand that "inherent risks of equine activities" shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

- the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- the unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects (fixed or otherwise);
- limited availability of emergency medical care; and
- the potential of a participant or spectator to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his/her ability.

**Waiver of Liability:** For the privilege of riding and/or working around equines owned by Ellen Lichtenstein today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Ellen Lichtenstein (hereinafter "Owner") and Leg Up Learning Solutions LLC (hereinafter "Company") from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned by the Owner or the Company or any horse not owned by the Owner or the Company but used by me, or to any family member or spectator accompanying me while on the premises of the Company resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of the Owner or the Company.

AND that except in the event of the Owner/Company's gross and willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against the Owner or the Company for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me in relation to my involvement with the horse owned by the Owner and the Company, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of the Owner and the Company.

**Indemnification:** I also agree to hold harmless, defend, and indemnify the Owner and the Company (including, but not limited to, costs associated with defending a suit, judgment, courts costs, investigation costs, and reasonable attorney fees) from any and all claims of mine, my family members, or others arising from my injury or loss due to my participation as a rider, handler, or spectator.

I further agree to hold harmless, defend, and indemnify the Owner and the Company against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation as a rider, handler, or spectator.

**Acknowledgements, Assertions, and Agreements:** I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been made to the Owner and the Company. Further:

**Health Status** – I assert that I:

- Have fully disclosed to the Owner and the Company any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor's release permitting my participation (if applicable).
- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation in equine activities.
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

**Emergency Care** – I authorize or agree:

- The Owner to administer emergency first aid, CPR, and use an AED when deemed necessary by the Facility.
- The Owner to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by the Owner.
- The Owner to share my medical history with emergency medical personnel when deemed necessary by the Owner.
- To assume all costs of emergency medical care and transportation.

**Rules & Safety Equipment** – I agree:

- To abide by the rules and regulations established by the Owner and the Facility at which the horse is kept.
- To wear a SEI/ASTM approved riding helmet at all times while mounted on the horse.
- To wear appropriate footwear at all times while on the premises of the Company.
- To inform the Owner immediately if I become aware of rider conduct or equipment condition that presents a danger to my self or others.

- That the Owner and the Company will conduct all activities in good faith and may find it necessary to terminate my participation if it is determined that I am incapable of safely meeting the rigors of the activity. I accept the Owner/Company's right to take such actions for the safety of myself, other riders, and/or the horses.

**Covenant not to Sue; Mediation; Venue; and Severability Clauses:** I covenant not to sue the Owner or the Company for any present or future claim arising directly or indirectly from my participation with equines owned by Ellen Lichtenstein or Leg Up Learning Solutions LLC. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of the Owner or the Company.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. Any action brought under this Agreement shall be brought within one (1) year of the incident or dispute giving rise to said claim. I further agree that *prior to litigation*, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities from a list acceptable to the Owner and Company. Costs of mediation shall be shared equally by the parties. In the event of litigation, the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees.

I also expressly agree that this Participant Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

**Acknowledgement of Understanding:** I have read this 2-page Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the Owner for injuries resulting from the inherent risks of equine activities or the active or passive negligence of the Owner. I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by the Facility, to the greatest extent allowed by the laws of Colorado.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

***\* In the event the undersigned is under the age of eighteen (18), the signature of a parent or guardian is also required.***

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Address

\_\_\_\_\_ Date of Birth of Minor Participant

\_\_\_\_\_ Telephone

\_\_\_\_\_ Signature of Parent/Guardian

\_\_\_\_\_ Name of Emergency Contact Person

\_\_\_\_\_ Printed Name of Parent/Guardian

\_\_\_\_\_ Telephone of Emergency Contact Person

**\* If participant is a minor, the parental signature indicates full understanding of the above terms and is waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.**

**WITNESSED:**

\_\_\_\_\_

Leg Up Learning Solutions LLC  
& Horse Owner Ellen Lichtenstein

(Print Name): \_\_\_\_\_