

Cottonwood Riding Club



EMERGENCY MEDICAL INFORMATION & LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING; SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. DENVER POLO CLUB, INC., DOING BUSINESS AS DENVER POLO CLUB, COTTONWOOD RIDING CLUB AND/OR YOUR TRAINER and any owner, officer, agent, manager, employee, instructor, insurer or independent contractor of the same, or any landowner of land upon which I may ride or be present upon in equine activities (collectively referred to herein as "THE CLUB") DO NOT GUARANTEE YOUR SAFETY. THE CLUB requires that all students, boarders, guests, and visitors riding at our facilities have this form filled out and signed (by the parents if under 18) so that we will have information on your desires in case of an emergency. In addition to providing us with this information, we suggest that all persons who come to our Clubs regularly have inoculation to protect them against tetanus. Consult your physician for any other protection he may feel is necessary, such as allergies to hays, grasses, etc., and for his suggestions for the wearing of tags or medallions such as "Medicaid" tags pointing out any special conditions you or your children may have which would require special attention in case of emergency.

PLEASE PRINT CLEARLY

Rider's Name: _____ Sex: _____ D.O.B: _____

Parent's Name: _____

Cell Phone: _____ Alt. Phone: _____

Email: _____

Rider's Address: _____ City: _____ Zip: _____

Nearest Relative or Friend: _____ Other Emg. Phone: _____

Physician's Name: _____ Physician's Phone: _____

If in the event of emergency we are unable to contact parents or physicians, please give us your preference for hospital, ambulance, etc. Please list any special conditions, allergies to drugs or any other medications, etc., which a physician should know about before administering treatment of any kind: _____

I further agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for such incurred expenses. My insurance company is _____, policy number _____.

[Continued on reverse.]

**AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY,
COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

I acknowledge that the use, handling, and riding of a horse involves a risk of physical injuries to any individual undertaking such activities; and that a horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright which, likewise, is an inherent risk assumed by a horseback rider. The undersigned agrees to hold harmless and releases DENVER POLO CLUB INC., DOING BUSINESS AS DENVER POLO CLUB, COTTONWOOD RIDING CLUB, AND/OR YOUR INSTRUCTOR, and any owner, officer, agent, manager, employee, instructor, insurer, or independent contractor of the same, or any landowner of land upon which I may ride or be present upon in equine activities (collectively referred to herein as "THE CLUB") of all responsibility and risk of injury to persons, horses, and equipment while on the grounds.

1. In consideration of my being permitted to participate in any activity involving horses, tack, riding, using horses owned or let by, or organized by, or conducted at or by THE CLUB, or in exchange or relation to being granted permission to enter into the properties or polo fields, including arena, paddock, pastures, parking, track and polo field areas, whether I am participating in equine activities or merely a spectator or present on the property in any way, I, my legal representative(s), assigns, heirs, guardian(s), spouse and next of kin, hereby release, waive, and agree not to sue, assign, subrogate, or bring any claim of any kind against THE CLUB and "LANDOWNER" shall include the owner of any other land on which I may ride, whether intentionally or inadvertently, or be present upon, in connection with any activities with, sponsored by or on behalf of THE CLUB. "LANDOWNER" shall further include the shareholders, partners, officers, employees, agents, spouses, heirs, lessees, tenants, boarders, or permittees of any LANDOWNER, as herein defined.

2. I fully understand that any involvement with horses, including, but not limited to, proximity to horses, can be hazardous; and that participating in any horseback riding activities (which may include any equine related activity, including, but not limited to, polo, trail riding, showing, riding/jumping over fences and other obstacles, and steep and rough terrain, or even just being present where horses are present) is very dangerous and involves the risk of serious injury and/or death and/or property damage. I VOLUNTARILY ACCEPT AND EXPRESSLY ASSUME ALL RISK OF INJURY AND DANGERS OF SUCH INVOLVEMENT, INCLUDING PHYSICAL INJURY TO MYSELF, MY HORSE, AND MY PROPERTY.

3. This Agreement for Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement are intended to be as broad and inclusive as permitted by the laws of the State of Colorado and include but are not limited to, any loss claims of negligence, breach of contract, strict liability and claims for bodily injury, death, property damage, or other loss, whatsoever.

4. 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 PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

5. I also agree if anyone makes any claim(s) because of any injury to me (including death), or for any damage to my property, I will indemnify, defend, and hold harmless all those released by this Agreement from any expenses, damages, or judgements, including legal expenses and attorney's fees, resulting from those claims.

6. I also acknowledge and agree that I have, or it is my responsibility to obtain and keep in force, sufficient insurance coverage (including, but not limited to liability, health, disability and life) to protect me from any expense, liability claims or damages mentioned or included in this Agreement and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the above provisions shall be fully effective and enforceable and I will be bound and liable thereunder.

I/WE HAVE READ BOTH SIDES AND VOLUNTARILY SIGN THIS RELEASE AND AGREEMENT NOT TO SUE AND IT IS FURTHER UNDERSTOOD AND AGREED THAT BOTH SIDES OF THIS RELEASE AND ASSUMPTION OF THE RISK IS TO BE BINDING UPON MY HEIRS, ASSIGNS, LEGAL (PERSONAL) REPRESENTATIVES, SPOUSE AND NEXT OF KIN.

DATE

PRINT NAME

Parent's signature required if under 18.

SIGNATURE

Individually and on behalf of any child under 18 years of age.