

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Please read this ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT (“Agreement”) carefully before signing because it involves the relinquishment of significant legal rights on behalf of yourself and, if applicable, your minor children. By entering into this Agreement you are releasing Monique’s Horsemanship, Monique Potts, and Diamond Double T Ranch, including, where applicable, their respective members, partners, shareholders, agents, representatives, owners, landowners (including William I. Tointon and Phelps Tointon, Inc.), employees, heirs, estates, and assigns (collectively referred to as “The Ranch”), from liability for injury, death, or property damage you or your minor children may sustain while participating in recreational activities associated with The Ranch.

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 inherent risks of equine activities, pursuant to section 13-21-119 of the Colorado Revised Statutes.

AGREEMENT

1. Acknowledgment and Assumption of Risk of Injury or Death. I acknowledge that I or my minor children may sustain injuries while participating in recreational activities associated with The Ranch. I further acknowledge that recreational activities, including the use, handling, and riding of a horse, involve inherent risks of injury or death, which may be caused or contributed to by a variety of conditions on The Ranch such as rugged or uneven terrain, natural or man-made conditions or obstacles, the tack and equipment associated with recreational activities, other riders and animals, among other conditions, and that these are the type of inherent risks assumed by participants in such recreational activities. I further acknowledge that the use, handling, and riding of a horse involves a risk of injury or death, 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. In addition, I understand that there may be other risks inherent in recreational activities, including the use, handling, and riding of a horse, of which I may not be presently aware. On behalf of myself and my minor children, I expressly assume all possible risks associated with undertaking any recreational activities associated with The Ranch, including the use, handling, and riding of a horse, whether such risks are known or unknown to me at this time.

2. Release and Waiver of Liability for Myself and my Minor Children. On behalf of myself and my minor children, I hereby release and forever discharge The Ranch from any and all present or future liability for any acts of negligence of The Ranch, including negligent rescue. On behalf of

myself and my minor children, I further agree that this release and discharge is intended to be as broad and inclusive as is permitted by the laws of Colorado, and that it shall operate in favor of The Ranch to release and waive any and all present and future claims against The Ranch arising from personal injury, death, or property damage sustained by me or my minor children while participating in any recreational activities associated with The Ranch, including the use, handling, and riding of a horse.

3. Indemnification. On behalf of myself and my minor children, I agree to indemnify and hold The Ranch harmless from any and all costs, medical expenses, attorney fees, claims, demands, lawsuits, damages, penalties, or other liability arising from injury, death, or property damage to others resulting from my or my minor children's participation in any recreational activities associated with The Ranch, including the use, handling, and riding of a horse. I acknowledge and agree that if my minor children or I invite any guests to participate in any recreational activities associated with The Ranch, including the use, handling or riding of a horse, I am responsible for insuring that all guests and their parents, if the guests are minors, are informed of the terms of this release and sign a copy of this release before participating in any recreational activities. If I fail to insure that all guests have been informed of the terms of this release and sign a copy of this release, I agree to indemnify and hold The Ranch harmless from any and all costs, medical expenses, attorney fees, claims, demands, lawsuits, damages, penalties, or other liability incurred by The Ranch as a result of any claims that are brought by any such guests against The Ranch.

4. Attorneys Fees. I agree to pay all costs and attorneys fees incurred by The Ranch in connection with any lawsuit or legal proceeding which my minor children or I may bring and which is resolved in favor of The Ranch.

5. Binding Effect. I acknowledge that the terms of this release shall be binding upon the members of my family or my estate, and also upon the heirs, successors, legal representatives, and assigns of myself and my minor children. I further represent that I am at least 18 years of age, or if I am under the age of 18, that my parent has entered into this release on my behalf pursuant to section 13-22-107 of the Colorado Revised Statutes.

6. Severability. If any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

7. Waiver of Jury Trial. On behalf of myself and my minor children, I agree to waive the right to a jury trial in any action brought against The Ranch asserting liability for injuries or damages

arising from my or my minor children's participation in recreational activities associated with The Ranch or in any action arising in connection with this Agreement.

8. Venue and Choice of Law. On behalf of myself and my minor children, I agree that this Agreement shall be governed by the laws of the State of Colorado, and that any action brought against The Ranch asserting liability for injuries or damages arising from my or my minor children's participation in any recreational activities associated with The Ranch shall be brought exclusively in the District Court for Boulder County, Colorado.

9. Entirety. This Agreement contains the entire agreement between the parties related to the subject matter hereof, and in entering into this Agreement, each party represents that he, she, or it is doing so voluntarily and of his, her, or its own free will, and has executed this Agreement below acknowledging that each party has completely read and fully understands the terms of this Agreement.

SIGNATURE TO FOLLOW ON SEPARATE PAGE

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND THAT BY SIGNING BELOW I HAVE AGREED TO GIVE UP SIGNIFICANT LEGAL RIGHTS FOR MYSELF AND MY MINOR CHILDREN

Date: Signature: Name: Address: Phone:

Names of Minor Children (if Applicable): _____

D.O.B. _____ D.O.B. _____ D.O.B. _____