

SNOWMASS WESTERN HERITAGE ASSOCIATION

ACKNOWLEDGMENT AND ASSUMPTION OF RISK
AND WAIVER AND RELEASE OF LIABILITY

ACKNOWLEDGMENT OF RISK

1. I understand that Snowmass Western Heritage Association (the "Association") produces rodeos and that the nature of the Association's rodeo equine activities is inherently dangerous.

2. I recognize that boarding and otherwise using horses for riding or participating in rodeos can, and often does, result in injury and damage to the persons who are engaging in these activities as well as to the bystanders not engaging in these activities, to the horses, and to property owned by those persons and others. I also specifically understand that participating in a rodeo is a very aggressive and dangerous activity that, by its very nature, involves a very high risk of injury and damage to such persons, animals and property.

3. I realize that, under the circumstances, neither my actions, nor the actions of other persons, nor the actions of the horses as well as dogs and other animals can be controlled by the Association and that, therefore, the Association cannot guarantee my safety or the safety of my animals or property while at a rodeo event or while using Association owned or leased horses, equipment or facilities.

4. I am aware of the fact that horseback riding, bronc riding, bull riding, calf roping, barrel racing, grooming or any associated activities are also inherently dangerous and will expose me to serious threat of physical injury or even death. The hazards I can expect to encounter include, but are not limited to: loss of control of equipment, collisions with other persons and with natural or manmade obstacles, slipping and sliding with poor footing, equipment failure, unpredictable behavior of animals, changes in extreme weather conditions, and negligent or unwise behavior on the part of other participants.

ASSUMPTION OF RISK

5. I represent that I do not have any physical, mental or medical condition which would inhibit full and active attention and care in dealing with my own or other persons' horses or animals used in a rodeo.

6. I acknowledge THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING WARNING relating to the provision of equine services, instruction, rental of equipment, tack or horses to me or relating to my participation in equine activities, whether on Association owned or leased premises and facilities or elsewhere. Further, I recognize that the owners, officers and agents of the Association are Colorado citizens and are protected by the Colorado law as follows:

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 § 13-21-119, Colorado Revised Statutes.

7. In consideration of the Association permitting me to participate in rodeo or rodeo related activities sponsored by the Association, and using Association owned or leased animals, equipment and facilities, I hereby knowingly and voluntarily assume all risks and accept full and complete responsibility for (a) my own safety; (b) the safety of my family members, guests, employees, contract workers, and all persons who may, from time to time, utilize or be present on Association owned or leased facilities or property as their guests, invitees, employees or in any other capacity; (c) the safety and well being of the animals (i.e., horses, dogs, etc.) on

Association owned or leased property by myself or any other persons; and (d) the safety of my property and the property of the persons described above.

WAIVER AND RELEASE OF LIABILITY

8. I further give up and waive any rights to make any claim to proceed in court on any claim which I might now have, or which might arise in the future, against the Association, or against its respective owners, officers, employees or agents, as a result of damage or injury to myself or to my animals or property. I agree that this waiver extends to any damage or injury which might be sustained to my person, animals, or property at any time while on the premises owned or leased by the Association from any cause whatsoever including, but not limited to (a) Association owned or leased facilities; (b) Association owned or leased equipment; (c) actions of Association owners, officers, employees, agents, contract workers, guests or invitees; and (d) any other persons or animals owned by other persons whether or not on Association owned or leased property with or without the permission of the Association.

INDEMNIFICATION OF ASSOCIATION

9. I further agree to indemnify and hold harmless and defend the Association and its respective owners, officers, employees or agents against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney's fees, which the Association and its respective officers and owners may sustain or incur for any injury or damage which may be incurred by anyone else either personally or to their animals or property as a result of (a) my actions; (b) the actions of any animals brought on, or permitted to be brought on, Association owned or leased property by me; (c) the actions of any of my family members, guests, employees, contract workers, or any other persons who may from time to time utilize the Association owned or operated facilities or be present on Association owned or leased property as their guests, invitees, employees or in any other capacity; or (d) the actions of any of the animals brought or permitted to be brought on Association owned or leased property by any of the persons described above.

10. I further agree that the waiver and indemnities contained herein shall be binding upon myself and my heirs, successors, legal representatives, successors and assigns.

11. I specifically promise that I will cause payment to be made to the Association on account of such liabilities, losses, damages, costs or expenses which I have agreed to indemnify the Association against, as stated above, on or before the time that the Association, its officers and owners shall be compelled to make any such payment, or to reimburse the Association and its officers and owners, for any such payments which shall have been made by any of them.

RIGHT OF PUBLICITY

12. I hereby authorize the Association to use my name and/or likeness in publicity of the Association and/or the Rodeo.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY CLICKING THE ACCEPTANCE BUTTON ON THE SNOWMASS RODEO WEBPAGE I AM AGREEING TO ITS TERMS WITH THE SAME FORCE AND EFFECT AS IF I WERE SIGNING IT. I UNDERSTAND THAT BY AGREEING TO THIS ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.

FOR ANY MINOR (A PERSON UNDER 18 YEARS OLD), THE MINOR'S PARENT OR GUARDIAN MUST ALSO READ AND CLICK THE ACCEPTANCE BUTTON ON THE CMC WEBPAGE TO AGREE TO THE FOLLOWING:

PARENT OR GUARDIAN ACKNOWLEDGMENT

I am the parent or guardian of _____, a minor, and on the minor's behalf as well as on my behalf and on the behalf of all other parents or guardians of the minor, I have read and executed the foregoing Acknowledgment and Assumption of Risk, Waiver and Release of Liability as an inducement for allowing my child, a minor, to participate in the Association sponsored rodeo and use its owned or leased facilities, equipment and/or horses.

I HAVE READ THIS PARENT/GUARDIAN RELEASE OF MINOR'S CLAIMS AND THE PRECEDING ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY CAREFULLY. I FULLY UNDERSTAND THEIR CONTENTS AND I VOLUNTARILY AGREE TO THEIR TERMS.