

# Big Thunder DRAFT HORSE SHOW 2022

January 14<sup>th</sup> - 16<sup>th</sup>

## Assumption of Risk, Release of Liability, and Indemnification Agreement

In consideration of being allowed to participate in any way in one or more programs, related events and activities at The Ranch Larimer County, including but not limited to the **2022 Big Thunder Draft Horse Show** (collectively referred to herein as a Ranch Activity or Ranch Activities as the context requires), I, on behalf of myself, my heirs, successors and assigns, acknowledge, appreciate, and agree to all of the following:

**General.** Ranch Activities are physical and potentially hazardous activities and involve risks including but not limited to, injury to the head, neck and/or spine; injury to muscles, bones, ligaments, tendons and other connective tissues; injury to internal and external organs, loss of or damage to sight, hearing, and/or teeth; long or short term disability; loss of income, career opportunities and/or the enjoyment of life and; pain, scarring, disfigurement, and/or death. The causes of possible injury are many and may result from my own actions, inactions, or negligence, but also through no fault of my own and due to the actions, inactions, or negligence of others, conditions of equipment and facilities, and/or any other known or unknown cause or condition, including but not limited to: injury from bodily contact, incidental or inherent in the nature of the activity; slipping and falling or tripping on surfaces, regardless of physical or environmental conditions; injury from warming up, practicing or training for participation; injury due to supervision or lack of supervision by Ranch Activity employees or agents, including referees or officials, or to rules or regulations and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly in activities involving contact (or potential contact) with other persons, equipment or balls; or injury due to a disparity among other participants or teams with respect to experience level, strength, height, weight, age, ability, and the relative competitiveness or maturity of, between or among other participants and; negligent or malicious acts of other participants, regardless of whether Ranch Activity had or should have had knowledge of the likelihood of negligent or malicious acts by such participant. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury cannot be eliminated.

**Assumption of Risk.** I KNOWINGLY AND FREELY ASSUME ALL RISKS RELATED TO OR ARISING OUT OF ANY RANCH ACTIVITY, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined in the next paragraph) or others and assume full responsibility for my participation.

**Release from Liability.** I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin and whomever else may have an interest either at common law or by operation of statute, HEREBY RELEASE, WAIVE, RELINQUISH, DISCHARGE AND COVENANT NOT TO SUE the County of Larimer County, Colorado, its officers, officials, agents, appointees, volunteers, insurers, and employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Ranch Activity (collectively the "Releasees"), FROM LIABILITY FROM ANY AND ALL LIABILITY, DAMAGES, LEGAL ACTIONS, CLAIMS, RIGHTS OF ACTION OR CLAIM, DEMAND, OR LOSSES, FORESEEN AND UNFORESEEN, AND FOR ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE OF ANY KIND OR NATURE ARISING FROM OR IN ANY WAY RELATED TO MY PARTICIPATION IN ANY RANCH ACTIVITY WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, SUSTAINED AS A RESULT OF, ARISING OUT OF OR IN ANY WAY RELATED TO ANY RANCH ACTIVITY, to the fullest extent permitted by law.

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.

**Indemnity.** I further agree to INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees from and against any and all actual or alleged claims, demands, liabilities, damages, actions, causes of action, losses, injuries, costs, or expenses, including attorney's fees, arising out of or in any manner connected with my participation in any Ranch Activity, except to the extent caused solely by the willful misconduct of the Releasees. I acknowledge that the agreements made herein were and will continue to be a material and important consideration and inducement to my admittance to any Ranch Activity.

**Representations and Warranties.** I represent and warrant I am sufficiently trained, do not suffer from any condition, impairment, or limitation that prevents or limits my participation in whatever manner I choose, and am in good physical condition and able to safely participate in any Ranch Activity in which I participate. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. I will not exceed my physical abilities during any Ranch Activity. I acknowledge that Larimer County, Colorado, and its officials, appointees, employees, agents, insurers, volunteers, and representatives (collectively "Larimer County") have made no recommendations or determinations as to my fitness or ability to participate in any Ranch Activity. I represent and warrant that I shall periodically and as needed consult with my physician, and shall not engage in any activity which is more rigorous than that recommended by such physician. I further agree that I will not use any equipment unless and until I have thoroughly familiarized myself with the correct use and operation thereof. I further agree that I shall not participate in any activity if I am ill, in poor health, or have any condition which might make my participation in the activity dangerous to me or if I have reason to believe I am injured or may become injured. I represent and warrant to Larimer County that I have full legal authority to complete this registration process and agree to this Agreement.

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

Nothing herein shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that the parties and their respective officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, et seq.) and under any other law.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE LARIMER COUNTY FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY RANCH ACTIVITY.

**PHOTO RELEASE:**

I hereby grant Larimer County permission to use my likeness in a photograph in any and all publications for corporate or non-corporate purposes, including web site entries, without payment or any other consideration in perpetuity. I understand and agree that these materials will become the property of Larimer County and will not be returned.

I hereby irrevocably authorize Larimer County to edit, alter, copy, exhibit, publish or distribute this photo(s) for purposes of publicizing The Ranch Larimer County programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

Name \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

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Signature and Date