

**Sonshine Acres Quarter Horses, LLC  
RELEASE AND INDEMNITY AGREEMENT**

Participants Name \_\_\_\_\_ Age \_\_\_\_\_

Name of Parent or Guardian (if participant is a minor) \_\_\_\_\_

(Please Print)

IN CONSIDERATION of being permitted to participate among and on horses on the premises of Ben Delatour Scout Ranch or under the auspices of Sonshine Acres Quarter Horses, LLC **on my behalf and on the behalf of the participant named above** , **I acknowledge, appreciate, and agree that:** for myself, my heirs, successors, and assigns, do hereby fully and forever release and discharge the said Sonshine Acres Quarter Horses, LLC, Ben Delatour Scout Ranch, Longs Peak Council BSA, Boy Scouts of America expressively, and its members, managers, agents, and employees, and all persons directly and indirectly liable form any and all claims and demands, actions, and causes of action, damages, cost, loss of services, expenses, and any and all claims of damages whatsoever, whether arising from negligence or not on account of, or in any way resulting form personal injuries, conscious suffering, death, or property damage sustained by me, arising out of my participant in any recreational activities associated with Sonshine Acres including without limitation, any such injuries or death resulting form the hazards of traveling in mountainous terrain, accidents, or illness in remote places without medical facilities, unpredictable reactions of animals (which may occur regardless of previous behavior or training due to instinct, fright, or other reasons), the forces of nature, creeks, bridges, traveled roads, wild or domestic animals, stumps, forest growth, debris, rocks, cliffs, and other obstacles, whether they are obvious or not obvious, man made or natural.

In consideration of the foregoing premises, I hereby expressively stipulate, covenant and agree to indemnify and hold forever harmless the said , Longs Peak Council BSA, Boy Scouts of America, Ben Delatour Scout Ranch and Sonshine Acres Quarter Horses, LLC its members, managers, employees, or other agents from any and all other claims or losses and any and all claims form damages whatsoever which may hereafter arise from my negligence, willful or wanton or intentional acts or actions, or failure to act.

I understand the potential dangers that I could incur in mounting a horse and in riding on said horse. I also, understand that I have been advised that the use of an ASTM (F1163 – 88 or later) / SEI - certified protective headgear may reduce the severity of some head injuries or prevent death from happening as a result of a fall or other occurrences. Understanding those risks, I do hereby advise and represent and warrant to Ben Delatour Scout Ranch and Sonshine Acres Quarter Horses, the opportunities to use an ASTM (F 1163-88 or later) / SEI certified helmet provided by staff.

**Under Colorado Law, an equine professional is not liable from injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities pursuant to section 13-21-120, Colorado Revised Statutes.**

**The terms of this agreement are contractual and not mere recital and contain the entire agreement between parties.**

**This release shall be binding not only upon me but also upon my heirs, my personal representatives and legal representatives and anyone who could claim an interest through me.**

If participant is a minor, Parent or Guardian executes this agreement on behalf of himself/herself as well as minor child or legal ward. (Minors will be required to complete a new form at age 18 or upon change of guardianship.)

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION BY ANYONE.**

\_\_\_\_\_ Age \_\_\_\_\_ Date signed \_\_\_\_\_ Witnessed by \_\_\_\_\_

Client/Volunteer/ Parent or Guardian of Minor (Under Age 18)