Release and Waiver of Liability and Indemnity Agreement with the knowledge that the undersigned is undertaking to walk, trot, canter, ride and control a horse, on natural or rough terrain, an inherently dangerous activity, and the undersigned:

1. **HEREBY RELEASES, WAIVES, DISCHARGES and COVENANTS NOT TO SUE LINDA MCCHESNEY AND DAVID MCCHESNEY**, individually, and doing business as Triple Creek Ranch and each of them (hereafter referred to as **RELEASEES**) from all liability to the undersigned, their personal representatives, assignees heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the undersigned person, the person's horse, or any type of activity or resulting in the death of the undersigned, whether caused by the negligence of the **RELEASEES** or otherwise while the undersigned is walking, riding or standing in proximity to (Whether under the instruction or supervision of **RELEASEES** or not) any horse on property, (whether owned by the **RELEASEES** or not).
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HAMLESS the RELEASEES** and each of them from any loss, liability, damage, or cost they may incur due to the inherently dangerous activity described herein, whether caused by the negligence of **RELEASEES** or otherwise.
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE INCLUDING ANY DAMAGE TO AN ANIMAL** due to negligence of **RELEASEES**, or otherwise participating in the inherently dangerous activities described herein.
4. **THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES UNDERTAKEN BY THE UNDERSIGNED AS CONTEMPLATED ABOVE ARE DANGEROUS** and involve the risk of serious bodily injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion hereof is held invalid, then the remainder of this Release, Waiver and Indemnity Agreement shall, notwithstanding, continue in full force and effect.
5. **THE UNDERSIGNED HAS READ AND VOLUNTARILTY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT,** And expressly acknowledges that no insurance coverage of any kind is to be provided, included or guaranteed by **RELEASEES**. The undersigned expressly acknowledges that no oral representations, statements or inducements apart from the foregoing written agreement have been made.
6. **WARNING: UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES, PURSUANT TO CRS 13-21-119.**

Print Name	Signature	Date
Print Name of Rider if under 18	Signature	Date