



American Sport Horses



Zuma's Rescue Ranch

### LIABILITY WAIVER AND AGREEMENT TO INDEMNIFY

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE AND UNDERSTAND that horseback riding, walking, training, boarding, competitions, shows and all other activities at, around or in conjunction with that certain real property and improvements, (the "Property") located on or near Moore Road in Douglas County, Colorado and owned and operated by one or more of American Sport Horses, Inc., Nepal's Acres, LLC, Messenich ASH, LLC, Messenich Farms, LLC, Messenich Family Partnership, LLLP Zuma's Rescue Ranch, Jodi L. Messenich or Paul T. Messenich (collectively, the "Companies"), or such activities related to the operation of the business of the Companies, taking place on the Property or any other location, including, without limitation, all activities included in Colorado Revised Statute §13-21-119(c) (collectively, "Equine Activities") could be hazardous. **MY EXECUTION OF THIS LIABILITY WAIVER AND AGREEMENT TO INDEMNIFY (THIS "WAIVER") SHALL CONSTITUTE MY EXPRESS ACKNOWLEDGEMENT AND AGREEMENT THAT I HAVE FULLY READ, UNDERSTOOD, ACKNOWLEDGED AND AGREED TO EACH AND EVERY TERM AND CONDITION HEREIN, THAT MY ACKNOWLEDGEMENT AND AGREEMENT TO EACH AND EVERY TERM AND CONDITION HEREIN SERVES AS MATERIAL CONSIDERATION FOR THE COMPANIES TO ALLOW ME TO PARTICIPATE IN THE ACTIVITIES DESCRIBED HEREIN AND ENTER UPON THE PROPERTY EITHER AS A PARTICIPANT IN OR SPECTATOR OF SUCH ACTIVITIES, AND THAT WITHOUT SUCH ACKNOWLEDGEMENT AND AGREEMENT THE COMPANIES WOULD NOT ALLOW ME TO PARTICIPATE IN ANY OF THE ACTIVITIES DESCRIBED HEREIN OR ENTER UPON THE PROPERTY AS A PARTICIPANT OR SPECTATOR.**

I ACKNOWLEDGE AND UNDERSTAND that horses are unpredictable animals that can intentionally or unintentionally injure a participant or spectator during any activity that involves horses. I also acknowledge and understand that all animals, whether domesticated or not, including, without limitation, goats, sheep, donkeys, chickens, pigs, cows, geese and ducks are unpredictable and can intentionally or unintentionally injure people during interactions with them or by just being in their presence. All animals may carry disease or insects that may injure or harm humans. I assume all risks associated with coming into contact, being near, interacting with, or observing the animals on the Property.

I ACKNOWLEDGE AND UNDERSTAND that the Property is left in a natural state, and that my presence upon property in such natural state carries with it inherent risks, including, without limitation, risks of health, safety, and life resulting from traversing uneven and unpredictable terrain, exposure to the elements, or encountering poisonous vegetation or wild animals including, without limitation, coyotes, bears, wolves, mountain lions, foxes, snakes, spiders, insects, or birds of prey, and that I assume all such inherent risks associated with entering onto any part of the Property.

I ACKNOWLEDGE AND UNDERSTAND that the Companies provide activities that involve great risk of physical injury, including, without limitation, falls, impacts with manmade and natural objects, animals or other individuals, varying weather conditions, and uneven and irregular terrain which create difficult walking and riding conditions.

I AGREE AND UNDERSTAND that I freely and expressly assume and accept all risk of injury, death or damage to my person and property, including, without limitation, any horse belonging to me, associated or in connection with, or arising from my presence upon the Property or my participation in any activities provided either (a) on the Property, or (b) by or through the Companies in any location whatsoever, including, without limitation, the Equine Activities (collectively, the "Activities").

I AGREE AND UNDERSTAND, that I shall defend, indemnify, release and hold the Companies and their directors, officers, shareholders, members, employees, contractors, volunteers and affiliates (collectively "Company Parties") harmless from any and all liabilities, claims, expenses, demands, actions or causes of action, judgments, settlements, interest, awards, penalties, fines, costs or expenses or any kind, including attorneys' fees that are awarded against any Company Party (collectively, "Claims"), related to any property damage or loss or any injury or death to any persons arising from any and all causes in connection with or related to my participation in the Activities or my presence upon the Property, including those claims based on negligence by any of the Company Parties.

I FURTHER AGREE AND UNDERSTAND that at all times while participating in the Activities and that at all times while upon the Property I will use extreme caution and, unless otherwise expressly authorized in writing by the Companies, I will use a trainer at all times while participating in any of the Activities.

I FURTHER AGREE AND UNDERSTAND that any equipment or animals used by me while on the Property or while participating in the Activities (the "Equipment") is hereby and shall be accepted by me in its "AS IS" condition without any representation or warranty by the Companies regarding its quality or fitness for any particular purpose. I accept full responsibility for the care of the Equipment while in my possession. I understand and agree that I am responsible for the full replacement value of any Equipment or horse that is lost, damaged, injured or not returned in the same condition in which I took possession, reasonable wear and tear excepted, and I agree to promptly pay for any such loss, damage or injury to the Equipment or horse that exceeds normal wear and tear upon notice and demand from the Companies. I agree that in the event that I fail to pay for any amount required to be paid to Companies under this Waiver, including, without limitation, the reimbursement described in the preceding sentence, within five (5) days of such written demand from the Companies, such unpaid amount will incur interest in the amount of the lesser of eighteen percent (18%) per annum or the maximum rate allowed by Colorado law, until paid.

I FURTHER AGREE AND UNDERSTAND that an adult over the age of 18 must accompany children under the age of 12 at all times while on the Property or while participating in any activity by or through the Companies. If I am signing this liability release on behalf of a minor (less than 18 years of age) (a "Child"), I represent and warrant that I am the parent or legal guardian of such Child and that the Child is in good health and there are no conditions that exist that would necessitate special care of the Child while participating in the Activities. As the parent or legal guardian of the Child, I accept full responsibility and fully release and hold the Company Parties harmless for all Claims related to any injuries or death of the Child, including without limitation, all of the Child's medical expenses incurred while the Child is on the Property or participating in the Activities. I agree to defend and indemnify the Company Parties for any and all Claims brought against the Company Parties by or on behalf of the Child by any person, or for any and all claims brought by a third party arising in connection the Child's participation in the Activities.

I FURTHER AGREE AND UNDERSTAND, that I hereby authorize a licensed physician, dentist, and or other medical care provider to carry out any emergency medical care required to be performed on myself or the Child, and I agree to promptly pay any and all costs associated with such medical treatment and related transport of myself or the Child. I agree to indemnify and defend the Company Parties for all Claims brought by any person related to or arising from the medical expenses of myself or the Child, including any costs of collection. I further agree that in the event the Companies, in their sole discretion, choose to pay any such medical expenses on behalf of myself or the Child, I will promptly reimburse the Companies for all such expenses.

I FURTHER AGREE AND UNDERSTAND that, if I invite or allow my friends, family, or other persons ("Guests") to participate in the Activities or to enter onto the Property as my guest, I shall, (a) have each such Guest read, execute and deliver a Waiver in this form, as may be updated by the Companies from time to time, to the Companies prior to such Guest's participation or entry, and (b) regardless of their execution of the Waiver, I shall agree to assume all risks associated with my Guests' participation in the Activities or presence upon the Property and I shall defend, indemnify and hold the Companies harmless for any claim whatsoever brought by any of my Guests in connection with the Activities for any claim whatsoever brought by a third party arising in connection with any of my Guests.

I FURTHER AGREE AND UNDERSTAND that this Waiver supersedes any other agreement of representations by or between the parties, whether written or oral. The terms and conditions of this Waiver shall be governed by the laws of the State of Colorado and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law. I agree that exclusive jurisdiction and venue for any legal action related to this Waiver or to my presence upon the Property or participation in the Activities shall be in the district court of Douglas County, Colorado or the federal court of the state of Colorado. If any part of this Waiver is determined to be unenforceable, all other parts shall remain in full force and effect.

I FURTHER AGREE AND UNDERSTAND that the Companies may establish and enforce rules and regulations for all participants and Guests to obey while on the Property or while participating in the Activities ("Rules"), which Rules may be updated from time to time without prior notice. Any such Rules will be available for review upon request, and I agree that it is my sole responsibility to read, understand and comply in full all such rules at all times while on the Property or while participating in the Activities. I understand and agree that my failure to comply in full with such Rules may result in suspension or termination of any privileges to participate in the Activities or enter upon the Property. I further agree to indemnify, defend, and hold the Company Parties Harmless from any Claims arising from my failure or my Guests' failure to comply in full with the Rules.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND ITS CONTENTS. I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL.

I agree to allow Zuma's Rescue Ranch to use any photo or video images ("Images") I or the participant may be included in for promotional purposes and fully release and transfer the rights to any such Images to Zuma's Rescue Ranch as additional material consideration for the Companies to allow my participation in the Activities and my entry upon the Property.

Signed on this date \_\_\_\_\_

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Printed name of participant

\_\_\_\_\_  
Printed name of parent or guardian

Parents please sign for minors under the age of 18  
(If signing for more than one minor please list additional minors below)

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_