

## HAPPY DOG RANCH ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, (print name here) \_\_\_\_\_ for myself and as the parent or legally appointed guardian, if signed on behalf of a child under 18 or an individual with special needs (referred to as “I” “me” or the “Participant”), freely and voluntarily seek to participate in programs, events and/or activities sanctioned, produced, or sponsored by HAPPY DOG RANCH FOUNDATION, INC., Full Sea Equities, LLC, John M. Spillane and Bernadette M. Spillane, and Happy Dog Ranch LLC (collectively referred to as “HDR” or the “Released Parties”), at 7811 West Titan Road, Littleton, Colorado, 80125 (the “Property”). Any reference to HDR includes the respective directors, officers, managers, members, employees, agents, volunteers, and representatives of the named persons or entities and any teachers, clinicians, service providers or others contracting with HDR for use of the Property, animals or equipment on the Property except where noted. The activities included in this Assumption of Risk and Release of Liability (“Release”), shall include but not be limited to: equine or llama activities with or in the proximity of equines and llamas as defined in Section 13-21-119 (Colorado Revised Statutes) and activities on the Property involving other animals, Agricultural Recreation Activities as defined in Section 13-21-121 (Colorado Revised Statutes), educational and training programs or lessons, boarding, shows, events, adult or youth programs (including volunteer or vocational activities), rides, workshops, tours, clinics, and/or competitions, camping or overnight stays, at any time on the Property or at other locations (including without limitation activities in the adjoining Denver Water Board property and Chatfield State Park, or parades or shows in which the Participant engages through or with HDR). These activities, programs, and events will hereafter be referred to as the “Activities.”

In consideration of HDR allowing Participant to enter onto the Property and to participate in the Activities, now and in the future, Participant agrees as follows:

### 1. *Acknowledgement of Inherent Risks of Equine and Other Activities/Assumption of Risks.*

I acknowledge that there are numerous risks associated with being on the Property, including **but not limited to** risks associated with equine and llama activities as defined in Section 13-21-119 (Colorado Revised Statutes), agricultural recreation activities as defined in 13-21-121 (Colorado Revised Statutes), activities involving animals other than equines or llamas, activities around ranch property and equipment and other hazards associated with entering onto or being on the Property, whether preparing for, entering, attending, participating or leaving an event or Activity, or being on the Property. Those risks include but are not limited to: (a) falls, slips and impacts with manmade and natural objects (whether from riding, climbing or otherwise); (b) the propensity of an equine, llama or other animal to behave in ways that may result in injury, harm, or death to persons on or around them including but not limited to biting, kicking and running; (c) the unpredictability of the equine, llama or other animal’s reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (d) certain hazards such as surface or subsurface conditions; (e) collisions with other animals or objects; (f) the potential of me or others to act in a negligent manner that may cause or contribute to injury to me, my equine or other animal, my other property (such as my vehicle or trailer), or others, such as failing to maintain control over the equine or other animal or not acting within his or her ability; (g) the breakage or failure of tack or other equipment or property; (h) injuries, losses or sickness to persons or animals caused by wild animals, reptiles, insects or dangerous or poisonous plants; (i) the transmission of any disease or condition arising from the proximity of any animals or the consumption of any feed or water on the Property; (j) injuries or damages relating to the use of or proximity to ranch equipment or property (including dangerous tools, chemicals or poisons); (k) injuries or death

attributable or related to my physical condition; (l) any injuries caused or related to the giving of first aid, emergency medical treatment or the lack thereof; (m) the actions of others including volunteers, staff members or other guests; (n) any adverse reaction to any food or beverage served in connection with Activities, including choking; and (o) weather or environmental conditions such as storms, fire or flood, or injuries relating thereto, such as ground collapse or evacuations.

***I am not relying on HDR to list within this document all possible inherent risks or all risks of participating in any of the Activities on the Property or at any other location.***

**2. Assumption of Risks, Waiver and Release of Liability.**

With full knowledge and appreciation of the risks outlined in paragraph 1 above, and other inherent risks associated with any Activities, I freely and voluntarily: (1) assume such risks; (2) waive any claim for injury, loss, damage or death or liability of me, my child, any special needs person, my guests or invitees, my equine, other animals or other personal property; (3) hereby release and agree to hold harmless, and agree to defend and indemnify HDR from any and all liability, claims, demands, actions and causes of action (including attorneys' fees) arising out of, associated with or related to any injury to persons or property, including death, property damage, or loss sustained in connection with my participation, or the participation of my child, special needs person or any guest or invitees, or my animals, in any Activities, including those claims based on negligence or breach of warranty by any of the related parties. I also agree to defend and indemnify the released parties for any and all claims brought by a third party which arise from my or my animal's participation in any Activities.

**3. Election Relating to Wearing of Helmet:**

I understand that HDR has a policy requiring the use of equine industry standard helmets, ASTM (F1163-88 or later) SEI certified protective headgear, for all equine Activities on the Property or other location. If I choose to not wear such a helmet when I ride or participate in any Activities, or to the extent I authorize my child or special needs person to ride or participate in Activities without such a helmet, I hereby assume the risks of injury or death, waive any claims for injury or death, and release and agree to indemnify HDR from any against all liabilities claims and demands associated with the election not to wear a helmet, as such assumption, waiver and release are more fully set forth in Paragraph 2 above. If I elect to use a helmet provided by HDR for myself, child or special needs person, I accept such helmet **AS IS** and HDR makes no representation as to the suitability or reliability of such helmet.

Initial here to signify you have read and understand the importance of appropriate headgear and have chosen to forego such for yourself or your child or special needs person, or have accepted HDR's helmet rather than providing your own. **Initial Here:** \_\_\_\_\_

**4. Appropriate Riding and Working Attire.** I understand that HDR has a policy requiring appropriate attire for all equestrian or ranch activities, which includes the aforementioned helmets, long pants and boots or shoes with a suitable tread and 2" heel.

**5. Medical Acknowledgment.** I acknowledge I hereby have been advised to consult, and have consulted, with my physician and/or with the physician or other provider of my child or special needs person with respect to any past or present injury, illness, health problem or any other condition or medication that I, or my child or special needs person now has or previously has had that may affect me, my child or my special needs person's participation and ability to participate in

and to endure the Activities. By participating in such Activity or allowing my child or special needs person to participate in such Activity, I acknowledge that my or their physical condition is adequate to participate safely in such Activities.

6. ***Equine and Llama Liability Act and Agricultural Recreation Activities Act.*** I acknowledge reading the warnings and/or provisions set forth below:

**WARNING**

***Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities resulting from the inherent risks of equine injury, pursuant to section 13-21-119, Colorado Revised Statutes.***

***Under Colorado Law, a llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the inherent risks of llama activities, pursuant to section 13-21-119, Colorado Revised Statutes.***

Any reference the "Ranch" in this paragraph shall refer to Happy Dog Ranch Foundation, Inc., Happy Dog Ranch LLC, Full Sea Equities LLC, John and Bernadette Spillane, and their respective members, directors, managers, officers and employees, and not to others. In connection with such statute, and in connection with the Agricultural Recreation Activities Act, 13-21-121, Colorado Revised Statutes, by entering onto the Property I acknowledge that:

- a. I am engaging in Equine and/or Llama and/or Agricultural Recreation Activities as defined in such statutes and I am **NOT** simply a spectator if I am in the immediate proximity of such equines, llamas, or equipment such that they may be touched or if there is no barrier. The Property is a Facility and HDR is a Facility Person.
- b. HDR is an Equine and Llama Activity Sponsor and is an Equine and Llama Professional if I engage in Activities using equines, llamas or equipment owned by HDR whether rented or loaned. HDR is an Equine and/or Llama Professional and is being compensated (whether by me or others). HDR is an Activity Instructor and/or Equipment Provider.
- c. **I may be participating in a lesson, clinic, workshop or other Activity being given or led by someone other than the Ranch. In such event, I am relying solely on the judgment of such other person to inspect the equipment and tack provided to me; and such other person's judgment that the animal provided to me is within my ability to safely manage; and that such other person has determined the proper safety procedures for my interaction with the equines or other animals, such as whether to allow me into a pen area, arena, barn or pasture with one or more equines or other animals; and safety procedures generally, such as my use of any ranch equipment. In such event, I am not relying on any determination having been made by the Ranch or its officers, directors, employees, agents or representatives, or their judgment.**
- d. For Activities in which the Ranch or its professionals are solely responsible for choosing the equine, llama, other animal or equipment used by me, I acknowledge that the Ranch has made reasonable and prudent efforts to determine my ability to engage safely in the equine, llama or agricultural activity and determine my ability to safely manage the particular animal or equipment based on my representations of my ability.

- e. I acknowledge that some of HDR's equines or other animals on the Property have been rescued or adopted from previously abusive environments, and that such rescued or adopted animals may have a higher incidence of unacceptable behaviors such as kicking, biting and rearing. While HDR has attempted to train such animals to prevent recurrence of such behaviors, I acknowledge that if I choose to participate in Activities involving a rescued or adopted animal there is a greater risk of injury (including for example, entering into pens or petting).

**7. *Damage to Equipment or Injury to Animals.*** Any equipment or animals used by me in connection with Activities are accepted "AS IS" condition and I accept full responsibility for the care of the equipment and animals while in my possession. I understand and agree that I am responsible for the replacement cost of any equipment not returned, and agree to pay for any damage to the equipment that exceeds normal wear and tear. I agree to pay for any injuries to animals caused by me, including but not limited to medical expenses in the event of injury and the purchase price or market value of the animal, whichever is greater.

**8. *Children and Special Needs Persons.*** I understand that an adult must accompany children under the age of 14 at all times and any individual with special needs. If I am signing this Release on behalf of a child (less than 18 years of age), or any person with special needs regardless of age, I represent and warrant that I am the parent and/or legal guardian of such child or special needs person. I have taken steps to ensure that any child under 14 or special needs person is supervised by me or a person designated by me not associated with HDR. Between the ages of 14 and 18, I understand that such child may not be continually supervised. I accept responsibility and agree to indemnify the Released Parties for the child's or special needs person's medical expenses incurred in connection with the Activity. I agree to defend and indemnify the Released Parties for any and all claims brought by or on behalf of the child or special needs person, and I agree to defend and indemnify the Released Parties for any and all claims brought by a third party arising in connection with the child's or special needs person's participation in the Activities. If I am accompanying a child or special needs person, this Release applies equally to me and any children or special needs persons.

**9. *Medical Care.*** I hereby authorize any licensed physician, dentist, veterinarian, emergency medical technician, other medical care provider, or any police or fire department official, to carry out any first aid, emergency medical care, treatment or attention, for me, any child or special needs person, my guests and invitees, my equines or other animals (including any evacuation), as the Released Parties determine in their sole judgment to be necessary, and I agree to pay all costs associated with such medical treatment and related transport. I hereby release, discharge and hold harmless the Released Parties, as well as any person or entity that provides such emergency medical attention, from any and all liability in connection with any injury to me or my Participant child's or special needs person's person or property arising in connection with or as a result of such emergency medical treatment.

**10. *Barn Rules, Guests and Invitees.*** I agree to comply with any posted rules and regulations adopted by HDR, including but not limited to: no smoking, intoxication or drug impairment, unauthorized interaction with animals or entering into unauthorized areas ("Barn Rules"). I understand that if I invite or allow my friends, family, or other persons (collectively "guests") to enter onto the Property, I assume, on such guest's behalf, all risks associated with entering onto the Property and, if applicable, participating in any Activities. I further agree that I will be responsible for insuring that all guests comply with any and all Barn Rules. Additionally, I agree to defend indemnify the Released Parties 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.

11. **Miscellaneous.** This document is intended to be as broad and inclusive as any applicable law permits, and shall be interpreted under the laws of Colorado. Any reference to the singular includes the plural and vice versa as the context requires. This Release supersedes any other agreement or representations by or between the parties. I agree that exclusive jurisdiction and venue for any legal action shall be in the district court of Douglas County, Colorado or the federal court of the state of Colorado. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect. This Release will include any Activities in which the Participant engages from and after the date hereof and new releases shall not be required for future activities unless requested by HDR. A copy of this Release shall be considered an original for all purposes, and HDR shall not be required to keep or maintain the original signed document.

12. **Photos and Videos.** I agree to allow HDR to use any photo or video image that I or any Participant child may be included in for promotional purposes.

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS A RELEASE OF CLAIMS AND THAT I AM ASSUMING RISKS INHERENT TO MY PARTICIPATION, AND I AGREE TO BE FULLY BOUND BY ITS TERMS.**

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Signature of Participant

Date

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Print Name of Participant

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Date of Birth (If Participant is Under 18 years of age)

If Participant IS UNDER 18 YEARS OF AGE OR A SPECIAL NEEDS PERSON:

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Signature of Parent or LEGALLY-APPOINTED Guardian

Date

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Print Name of Parent or LEGALLY-APPOINTED Guardian

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

Telephone Number: \_\_\_\_\_

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

\*RIDER INFORMATION (if riding independently) – PLEASE PRINT:

Name: \_\_\_\_\_

Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

RIDER EXPERIENCE LEVEL:

Never Ridden

Ridden Few Times

Ridden Occasionally

Ridden Frequently

Experienced Rider