

Boulder County
Waiver of Liability, Assumption of Risk and Indemnity Agreement
2021
Youth Form

I, _____ being the parent or legal guardian of _____ (“my child”), have read and fully understand the following limits on liability provided to Boulder County (Landlord”) for allowing my child’s use of the Boulder County Fairgrounds for equine activities.

For purposes of this Agreement the term “Boulder County Fairgrounds” shall mean the entire Fairgrounds property including any and all Facilities thereon (by way of example, but without limitation, the Indoor Arena and the Outdoor Arena).

Waiver: I am allowing my child to use the Boulder County Fairgrounds for equine activities. In consideration of the opportunity to use the Boulder County Fairgrounds, I, for myself, my heirs, personal representatives or assigns, agree to be solely responsible for and **do hereby release, waive discharge and covenant not to sue** the Landlord, its elected and appointed officials, and its employees, agents and representatives, for any and all claims resulting in personal injury, accidents or illnesses (including death) to my child or animal/s or third parties or their animals which may in whole or in part be caused by my use of the Boulder County Fairgrounds, or which may result or arise in whole or in part from my child’s use of the Boulder County Fairgrounds, whether caused by my child’s negligence or otherwise.

Assumption of the Risk: I understand and acknowledge that the use, handling and riding of a horse, (including, activities that involve other animals such as, without limitation, team-roping) involves risk of physical injury to any individual undertaking such activities; and that a horse, and any other animals involved in such activities, irrespective of its/their training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct, fright or unfamiliar surroundings (for example by not as a limitation, the Boulder County Fairgrounds or being around other animals) which, likewise, is an inherent risk. I hereby assert that my child’s use of the Boulder County Fairgrounds is voluntary and that **I knowingly assume all such risks** inherent in my child’s participation in the above-described activities.

I have read and understand the following:

UNDER COLORADO LAW AN EQUINE PROFESSIONAL/EQUINE ACTIVITY SPONSOR 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 C.R.S. § 13-21-119 et seq., AS AMENDED.

Indemnification and Hold Harmless: I also agree to **indemnify and hold harmless** the Landlord, its elected and appointed officials, and its employees, agents and representatives, from any and all liability, claims, damages, demands, actions, causes of action, suits in equity of whatever kind or nature, loss, cost or expense, including but not limited to attorney's fees which the Landlord, its elected or appointed officials, or its employees, agents or representatives may suffer as a result of any and all claims, demands,

