

Pickett Equine Center Student Participation Declaration

Club or Activity Name: _____

Semester: _____

Activity Location: _____

Practice or Activity Day/s, Time/s (if reoccurring): _____

Practice or Activity Date/s (if single practice or activity) _____

Contact Person:

Name of Person in Charge of Horse(s):

Address:

Home Phone Number:

Cell Phone Number: _____

Email Address: _____

Truck License Plate #:

Horse(s) Being Used

Name of Horse	Breed	Age	Sex (Color, Markings, Brand)	Identification

Address of property from which the horse was moved to the Equine Center:

Address of property to which the horse will move after the Equine Center: *(If different from above.)*

Alternate Contact Information (For other individuals affiliated with named horses)

Name Cell Phone #

Name Cell Phone #

Horse Health Declaration

I, _____ declare that the horse(s) named above has/have been in good health, eating normally and has/have not shown signs of infectious disease for the seven (7) days preceding arrival to the Equine Center. I also declare that I have read and will abide by the **Health Requirements for Horses Arriving or Housed at the Pickett Equine Center** including the required vaccination protocol. Furthermore, I declare by my signature that I will abide by the above requirements for the entire semester listed above.

Signature

Date *(Complete a separate form for different owners.)*

WAIVER OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

Colorado State University - Equine Science Program

IN CONSIDERATION of your participation in any equine activity planned, hosted, or sponsored by, or held at Colorado State University, I, _____, hereby RELEASE, WAIVE, DISCHARGE & COVENANT NOT TO SUE Colorado State University, the Board of Governors of the Colorado State University System, the State of Colorado, their officers, servants, agents, or employees hereinafter referred to as RELEASEES, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, however caused, while participating in said Program, or while in, or upon any premises where said Program is being conducted.

I am fully aware of that there are inherent risks of equine activities, including, but not limited to the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of the animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. Additionally, I acknowledge that I have been asked by and have provided information to the host and sponsor of the equine activities of my ability to engage safely in equine activities and to determine my ability to manage animals that I may be engaged.

I have a full understanding that the Colorado Governmental Immunity Act limits the tort liability of public entities and employees acting in the course of authorized governmental undertakings. I understand that Colorado State University, through the state's self insurance statute, provides only very limited and very restricted insurance coverage. I understand that such self-insurance may not at all provide coverage to me for any injury, loss or damage suffered while participating in said Program. I hereby elect to voluntarily participate in said Program, and to enter the above-named premises and engage in such activity, knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, a result of being engaged in such activity, however caused. I understand and agree that the Releasees have permission to authorize emergency medical treatment for me if I am injured and appear to be unable to arrange for and authorize such treatment myself. Furthermore, the Releasees assume no responsibility for any loss, damage, injury or death that might arise out of or in connection with such authorized emergency medical treatment. Moreover, I agree that I have no health-related reasons or problems that would preclude or restrict participation of this activity and that I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as result of injury.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activity. It is my express intent that this Release and Hold Harmless agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be considered in accordance with the laws of the State of Colorado.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless agreement, understand it and design it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

WARNING

UNDER COLORADO LAW, AN EQUINE PROFESSIONAL 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 SECTION 13-21-119, COLORADO REVISED STATUTES

THIS IS A RELEASE OF LEGAL RIGHTS AND A LEGALLY BINDING DOCUMENT. READ BEFORE SIGNING AND OBTAIN INDEPENDENT LEGAL COUNSEL IF DESIRED.

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 202__.

_____ Witness

**RELEASE OF LIABILITY FOR
DECLINING TO A WEAR PROTECTIVE HELMET**

I hereby attest that I, _____, am aware of the risks of head injury during equine activities and of the physical and mental incapacity that can result from head injuries, including a significantly increased risk of death. I have been advised that wearing an ASTM/SEI approved riding helmet while engaged in equine activities can significantly reduce my risk of, and the severity of, head injuries suffered in falls from horses or other blows to the head during equine activities. Notwithstanding this knowledge and the specific advice to wear a protective helmet while engaging in equine activities, I consciously and voluntarily choose not to wear such a helmet during equine activities. I acknowledge that I do so against the advice of Colorado State University and I hereby ASSUME ALL RISK OF THIS DECISION.

I hereby waive any claims against Colorado State University or any other party on behalf of myself, my successors in interest, guardians, legal representatives, heirs and assigns, and release, waive, discharge, and covenant not to sue Colorado State University, the Board of Governors of the Colorado State University System, the State of Colorado, their officers, servants, agents, or employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, that may have been prevented or avoided by the proper use of a protective helmet.

This Release of Liability for Declining to Wear a Protective Helmet is IN ADDITION TO, and does not replace or in any way modify the Colorado State University Waiver of Liability, Assumption of Risk, Covenant Not to Sue, and Hold Harmless Agreement executed by me which shall remain in effect.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Release of Liability for Declining to Wear Protective Helmet, understand it and sign it voluntarily as my own free act and deed and that I am assuming risks due to my participation in an equine activity without the use of protective head gear, and fully intend to be bound by same.

**WARNING
UNDER COLORADO LAW, AN EQUINE PROFESSIONAL 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
SECTION 13-21-119, COLORADO REVISED STATUTES**

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 20__.

Signature of Participant

Date

Signature of Witness

Date

If participant is under the age of 18, participant's parent or legal guardian must sign:

I, _____, am the parent or legal guardian of _____ the participant who has signed above. I have read and I understand the provisions of this document, and acting on behalf of the participant, I consent to the participant taking part in the activities described above, and I fully enter into and agree to the above Release of Liability for Declining to Wear Protective Helmet as authorized pursuant to C.R.S. section 13-22-107.

Signature of Parent or Legal Guardian

(date)