

Fairy Tails Pony Parties

Assumption of Risk, Waiver, Release Indemnity and Covenant Not to Sue Contract

Participants Name _____

Date of Birth (if minor) _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

For and consideration of being allowed to participate in lead line pony rides by Fairy Tails Pony Parties/Evensong Place LLC.

1 – I understand that I have a right to an attorney of my choice review this contract at my own expense, that if I do not sign this document I/minor will not be allowed in lead line pony rides by Fairy Tails Pony Parties/Evensong Place LLC and this document is a binding legal contract under which I give up certain legal rights I might be entitled to.

2 – I acknowledge that lead line pony rides, and being on or near horses are inherently dangerous activities with a risk of death or serious bodily injury to riders, observers and/or horses. Irrespective of training, temperament, or history, horses can kick, bite, stampede, jump, collide, fall, trip, buck, pull back, stomp, charge, run, rear, roll among many other unpredictable things and places (this list, while particular is not all inclusive), and one of which can cause death or serious bodily injury to riders, observers and/or horses.

3 – I forever waive, release, hold harmless, and agree to defend, indemnify, promise and covenant not to sue Fairy Tails Pony Parties/Evensong Place LLC, Lisa Brandman or its volunteers for death, serious bodily injury and injury or damages of any sort, received by me/minor at Fairy Tails Pony Parties/Evensong Place LLC while participating in lead line pony rides.

4 – I acknowledge that during the course of lead line pony rides, photographs may be taken of me/minor by Fairy Tails Pony Parties/Evensong Place LLC, Lisa Brandman or its volunteers. These photos are the sole property of Fairy Tails Pony Parties/Evensong Place LLC and I consent that they may be used for promotional purposes on Facebook or other social media as well as the **fairytailsparties.com** or **evensongplace.com** websites.

I have read the foregoing document and agree to its terms.

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

Signature _____ Date _____