

**THE HORSE PROTECTION LEAGUE
WAIVER OF LIABILITY AND RELEASE**

I, _____, agree to the following terms and conditions associated with my (or my child's) access to the Horse Protection League facilities and/or participation in the Horse Protection League's volunteer programming. The Horse Protection League ("HPL") is a Colorado nonprofit corporation.

This Waiver of Liability and Release (the "Agreement") is an important legal document. I understand that by indicating acceptance below, I am entering into a binding contract.

(1) I understand and acknowledge that being on HPL's property and volunteering for HPL (which may include being in close proximity to and direct contact with horses of various training levels) carries inherent risks. These risks include, but are not limited to, property damage, serious injury, or death.

(2) I agree that any dispute related to my (or my child's) involvement with HPL will be resolved in the courts of Colorado and according to the laws of that State.

(3) I understand that HPL is the exclusive owner or licensee of all materials utilized in its programming (the "Materials"). The Materials also include all duplicates, reproductions, and derivatives of the Materials. HPL retains all rights in and to all intellectual property utilized or referenced in the Materials including, but not limited to, the copyrights in the Materials and all associated trademarks.

(4) I knowingly and freely assume all responsibility for any and all risks, injuries, costs, or damages, known or unknown, which I might incur as a result of accessing the HPL facilities and/or volunteering with HPL.

(5) I acknowledge that under Colorado law, an equine professional is not liable for injury to or death of a participant in equine activities resulting from the inherent risks of equine activities (see CRS 13-21-119).

(6) I agree to release, hold harmless, and indemnify (including costs and attorney's fees), to the fullest extent permitted by law, HPL, its managers, officers, employees, instructors, independent contractors, agents, and representatives, and their successors and assigns, against any claim—including negligence on the part of those being released—related to my (or my child's) access to the HPL facilities and/or participation as an HPL volunteer.

(7) I agree to grant to HPL and its authorized representatives permission to record on photography and/or video, pictures of my (or my child's) participation. I grant HPL permission to use any or all of the material photographed, in any form, as part of any future publications, brochure, online material, or other printed materials used to promote HPL, which such use shall be without payment of fees, royalties, special credit or other compensation.

(8) I agree to abide by all HPL rules governing the use of HPL's facilities and HPL volunteer programming.

(9) I expressly agree that the release of liability contained herein is intended to be as broad and inclusive as permitted by applicable law. If any provision in this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

I have carefully read the above Waiver of Liability and Release and fully understand its terms.

I acknowledge that HPL reserves the right to approve or deny or revoke approval at any time the involvement of any person, in its sole discretion, with or without cause.

This Agreement supersedes any other similar agreement and cannot be modified without written consent. This Agreement is binding upon myself and my heirs and assigns.

Signature:

Date:

(if participant is under 18 years of age)

Print Child's Legal Name:

Print Parent's/Legal Guardian's Name:

Signature of Parent/Legal Guardian:

Date:
