

Boulder County
Waiver of Liability, Assumption of Risk and Indemnity Agreement
2019
Adult Form

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 voluntarily using 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** Boulder County (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 myself or my 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 use of the Boulder County Fairgrounds, whether caused by my 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 use of the Boulder County Fairgrounds is voluntary and that **I knowingly assume all such risks.**

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, 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, actions, costs or judgments made or brought against them by any person or entity, and which arise either in whole or in part out of my use of the Boulder County Fairgrounds. By demanding this right to indemnification, the County in no way waives or intends to waive the limitations on liability, which are provided to the Landlord and its employees under the Colorado Governmental Immunity Act, C.R.S., §24-10-101 et seq., as amended.

Severability: I further expressly agree that the foregoing waiver, assumption of risk and obligation to indemnify is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand **that I am giving up substantial rights, including my right to sue.** I understand and agree that this agreement will have the effect of releasing, discharging, waiving, and forever giving up my right to bring any and all lawsuits or other actions or demands against Landlord and that I may have or have had, whether past or present, or future, whether known or unknown, whether anticipated or unanticipated by me. This waiver of liability, assumption of risk and indemnity agreement shall be binding upon me for all equine activities I engage in at the Fairgrounds during 2019.

I also agree to immediately notify Fairgrounds staff if any injury or accident occurs while at the Fairgrounds (contact numbers are provided at the bottom of this page).

SIGNATURE

DATE

PRINT FULL NAME

ADDRESS

CITY/STATE/ZIP

TELEPHONE

Fairgrounds Contact Numbers

Office: 303.678.6235/303.678.6254 Maintenance Shop: 303.678.6237