

NORTHERN COLORADO HORSE HOTEL LLC  
RELEASE OF LIABILITY WAIVER  
9088 Golden Fields Lane, Loveland, CO 80538  
Brittany Johnson

This Agreement (the "Agreement") is being entered into by NORTHERN COLORADO HORSE HOTEL LLC (Brittany Johnson of 9088 Golden Fields Lane, Loveland, CO 80538) ("Stable") and (Name) \_\_\_\_\_ of (Street address) \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip code) \_\_\_\_\_ ("Guest") as of \_\_\_\_\_, 20\_\_.

**1. Term.** The term of this agreement shall be for the duration of the requested stay at Stable  
**Check in date:** \_\_\_\_\_  
**Check out date and approx. time:** \_\_\_\_\_  
**Number of Horses:** \_\_\_\_\_

**2. Guest's Contact Information.**

Name \_\_\_\_\_  
Street address \_\_\_\_\_, City \_\_\_\_\_,  
State \_\_\_\_\_, Zip code \_\_\_\_\_,  
Cell phone: \_\_\_\_\_ Other phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Emergency contact: \_\_\_\_\_  
Relationship to Guest: \_\_\_\_\_  
Contact phone: \_\_\_\_\_  
List names of Designated Guests: \_\_\_\_\_

**3. Ownership of/Authority over Horse.**

**a.** Guest represents and warrants that they are the owner of Horse(s) in they are seeking accommodations for, or that they have express authority of the owner of record to enter into this Agreement and to house Horse(s) with Stable. If Guest is not the owner of record of Horse, Guest nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

**b. Identification of Owner of Record if Different Than Guest.** If Guest is not the owner of record of Horse, the owner of record is:

Name \_\_\_\_\_  
Street address \_\_\_\_\_, City \_\_\_\_\_,  
State \_\_\_\_\_, Zip code \_\_\_\_\_,  
Cell phone: \_\_\_\_\_, Other phone: \_\_\_\_\_,  
E-mail: \_\_\_\_\_

**4. Lodging Fee.** Payment is due at check-in, based on quoted rates at the time of booking. There will be a \$25.00 charge for returned checks.

**5. Stable's Services.**

- a. Stable agrees to provide a covered stall and open run for Horse(s).
- b. Stable agrees to provide 1 bag of pine shavings (8 cu ft.) and 1 bag of soaked pellets for bedding. Additional bedding can be provided upon request at Guest's expense.
- c. In the event the Stable cannot contact you within a reasonable amount of time the Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should it be necessary, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others.
- d. Stable agrees to sanitize and clean stabling facilities prior to your arrival.
- e. Trailer parking is available upon request.

**6. Guest's Responsibilities.**

- a. Guest agrees to provide all care and feeding of horses in their care.
- b. Guest agrees to remove horses by no later than the above Check Out date and time.
- c. Guest agrees to communicate their travel plans with Stable 24 hours prior to their arrival.
- d. Guest agrees to communicate with Stable 2 hours prior to their estimated arrival time.
- e. Guest agrees read and adhere to all barn rules (see below) throughout the duration of their stay. Failure to comply will result in immediate removal with no refund and you will not be invited to return.
- f. Guest agrees and understands that it is Guest's responsibility to provide Horse with proper veterinary care and provide proof upon arrival of their horse's negative coggins within 12 months, and health certificate (based on the current State of Colorado requirements (typically 30 days)). If horses appear sick upon arrival, Stable reserves the right to prohibit unloading until further diagnostics can be performed by a licensed veterinarian at Guests expense. Throughout the duration of the Horse(s) stay Guest understands that if Guest's horse is or appears sick or injured, Stable will first try to contact Guest. If Guest is unavailable, or Horse has an emergency, Guest gives Stable permission to call Guest's veterinarian, identified as:

Doctor: \_\_\_\_\_

Clinic: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

If Guest's veterinarian is unavailable, Guest authorizes Stable to call its veterinarian (Colorado State University Veterinary Teaching Hospital), and that Guest will be fully responsible for all veterinarian charges so incurred.

\_\_\_\_\_(Guest Initials)

- g. Guest agrees to take responsibility for the care and removal, financial and otherwise, of any deceased Guest horses on Stable's premises.

**7. Hours of Visitation/Access to Horse. Guest, their veterinarian, farrier, and designated guests shall have access to Stable and Horse on the following schedule:**

**Daily 5:00 a.m.-11:00 p.m.** If extenuating circumstances exist involving the horses' care, arrival, or an emergency, please inform Stable to request extended hours of visitation or arrival.

8. **Prohibited Activities.** Neither Guests nor their designated guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable. Guests cannot ride.

9. **Safety and Release From Liability.**

**BY SIGNING THIS AGREEMENT YOU AND YOUR DESIGNATED GUESTS ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S or DESIGNATED USER(S) PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE.**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

- a. **Horses are Inherently Dangerous.** I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable can not control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities.

Initial: \_\_\_\_\_

- b. **I am Responsible for my own Conduct and That of my Horse.** I understand that I or my designated user(s) will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property.

Initial: \_\_\_\_\_

- c. **RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK.** I take full responsibility for myself and for any guest that I may bring onto the property and will not hold stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

Initial: \_\_\_\_\_

- d. **Death or Injury to Horse.** Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part.

Initial: \_\_\_\_\_

- e. **HOLD HARMLESS, DEFEND AND INDEMNIFY.** Guest agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Guest's use of Stable, presence at Stable's

facilities, Horse's conduct, Guest's use or access to Horse, or Guest's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial: \_\_\_\_\_

**f. Costs, Attorneys' Fees, and Expenses.** In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Guest, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Initial: \_\_\_\_\_

**g. Stable's Remedies.** If Guest breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Guest and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse.

**h. Amendments and Modifications.** The parties may amend this Agreement only by a written agreement executed by all parties.

**i. Assignment or Transfer.** No party may assign or transfer this Agreement without the prior written consent of the other parties.

**j. Entire Agreement.** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

**k. Comprehension.** Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

**l. Governing Law and Venue.** This agreement shall be governed by the laws of Colorado. Venue for resolution of disputes shall be proper in Larimer County in the state of Colorado.

**m. Colorado Equine Activity Liability Statute. 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.**

GUEST:

STABLE:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
(printed)

Name: \_\_\_\_\_  
(printed)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### **Barn Rules:**

1. Take care of your horses. They are your responsibility.
2. Horses are inherently destructive and accidents happen, however, Guest is responsible for excessive damages made by Horse to include but not limited to: destruction of property by excessive kicking, chewing, cribbing, sitting back when tied, etc. In the event you or your horse causes destruction of property, please inform Brittany Johnson immediately so that she can assess the damages and avoid possible injury to horses.
3. If Horse is a known cribber or kicker it is the responsibility of Guest to manage this destructive behavior for the safety of their horse, other horses on the property and to avoid destruction of the property.
4. It is in the inherent nature of horses to occasionally kick, bite or otherwise inflict injury upon other horses. By agreeing to stall your horse near other horses you are accepting this risk. If you have concerns regarding an injury your horse has sustained from another horse in turnout or in stalls DO NOT approach another Guest to discuss this situation, please contact Brittany Johnson immediately to discuss the situation and reach a reasonable resolution.
5. For the safety and comfort of other Guests and their horses; do not invite large groups of people to the barn and do not leave guests unattended on the property.
6. For the safety of Guest horses and horses boarded on the property, no other horses will be permitted in the pasture. Guests can turnout Guest Horses with supervision in the arena, so long as Stable's horses are not in the pasture. Stable horses can be relocated to accommodate Guest turnout needs upon request.
7. Smoking is absolutely prohibited in or near the barn. Do not dispose of cigarettes in the barn trash cans, in the barn or pasture.
8. All horses that are not in stalls or in a fenced area MUST be on a halter. Do not turn horses out in any locations other than the arena or stall.
9. Be respectful of others, their horses and personal property. Please address all questions or concerns directly to Brittany Johnson.
10. The restroom is provided to a convenience to you, we do not use this restroom. Please notify Brittany Johnson if the restroom needs attention.
11. No Pets Allowed. No Exceptions. They can stay in your vehicle or trailer. Please ask prior to letting them out to use the bathroom.
12. Guests are not permitted to camp, stay overnight in their trailer or RV, or loiter.
13. Guest horses and Guests are not permitted to touch or handle resident Stable horses. This is for the safety and comfort of all horses.
14. No Riding. No Exceptions.