



## RELEASE AND INDEMNITY AGREEMENT



### 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 RISK OF EQUINE ACTIVITIES, PURSUANT TO SEC. 13-21-119, Colorado Revised Statutes.**

I, on behalf of myself (and my minor child ), hereby enter into the following Release and Indemnity Agreement with Over the Hill Outfitters, Inc. (OTHO) which Agreement shall be binding upon my personal representative, heirs and spouse. In consideration for allowing me to participate in various recreational activities provided by OTHO, I hereby agree as follows:

### RELEASE

I hereby release OTHO, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with OTHO from any and all liability in the event of any injury or damage of any nature (including death) to me incurred while participating in any recreational activity provided by OTHO including, but not limited to the riding of horses or mules, hiking, camping, hunting, fishing, climbing, skiing and being transported to and from these activities. I SPECIFICALLY WAIVE ANY CLAIM BASED ON AN ALLEGED NEGLIGENT ACT OR ACTS BY EMPLOYEES OR REPRESENTATIVES OF OTHO INCLUDING BUT NOT LIMITED TO THE SELECTION AND TRAINING OF MY HORSE OR MULE, THE SELECTION AND TRAINING OF MY GUIDE OR WRANGLER, AND/OR THE FURNISHING OF TACK OR OTHER EQUIPMENT.

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

### INDEMNITY AGREEMENT

If I have signed this Release and Indemnity Agreement on behalf of a minor, I further agree that if said minor, or his/her heirs, guardian or personal representative, brings any claim or suit of any type against OTHO at any time, including a claim or suit based on the alleged negligence of an employee or representative of OTHO, I will hold harmless and indemnify OTHO, or its representatives, and I will reimburse OTHO, or its representatives, for all costs and expenses incurred in defending, settling or paying all or a part of a judgment incurred as a result of the minor's claim or suit.

I expressly agree that the foregoing Release and Indemnity Agreement is governed by the laws of the State of Colorado. I have read the foregoing Release and Indemnity Agreement and understand and appreciate its terms, obligations, waivers and contents.

Furthermore, I waive and release any right or interest that I may have in any photographs or videos taken by OTHO, and I consent to the use of said photographs and videos for advertising and promotional purposes.

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

\_\_\_\_\_  
Name of Minor Child

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Age

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
(Area Code) Phone Number

\_\_\_\_\_  
Email