

**Normandy Farms and Stables Inc.  
Release and Hold Harmless Agreement**

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

**Participant name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/ State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Home Telephone:** \_\_\_\_\_ **Business:** \_\_\_\_\_ **Other:** \_\_\_\_\_

**Definitions**

“Equine Activity” includes, but is not limited to riding, grooming, training, assisting in medical treatment, driving or being a passenger upon an equine, whether mounted or unmounted or any person assisting a participant or show related activities, rides, trips, hunts, camps or tours or other equine activities of any type however informal.

“Equine” means a horse, pony, mule, donkey or hinny.

“Equine Professional” means a person engaged for compensation: In instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or renting equipment or tack to a participant.

“Equine participant” means a person who participates in any or all equine activities, including but not limited to the equine activities defined above. Therefore, the equine participant may be involved, for example, in such activities as boarding their horse(s). This will also apply to the transportation of persons and horses to equine events, vets etc.

Note: The unpredictability of the animal’s reaction to those dangers or conditions which are an integral part of equine activities, as the case may be, including but not limited to: The propensity of the animal to behave in ways that may result in injury, bodily harm, or even death.

**Acknowledgment of Risk**

I, \_\_\_\_\_, acknowledge that I have read the above statements and definitions, and hereby indemnify and hold harmless, Normandy Farms and Stables Inc., and its employees, owners and shareholders from any liability arising from accident, injury, theft, or damages to myself, my representatives, helpers, all equipment and property, and all animals under my jurisdiction. I acknowledge receipt of a copy of Normandy Farms and Stables Inc.’s Rules and will adhere to them strictly. This agreement shall continue for each an every visit to Normandy Farms and Stable’s Inc.’s property.

The terms of this release form shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the State of Colorado.

As liquidated damages, I hereby agree that if Normandy Farms and Stables Inc. is forced to defend any action, lawsuit or litigation by myself, my executors, on my behalf, my heirs or my executors and I agree to pay Normandy Farms and Stables Inc. costs and attorney fees if they successfully defend such action, lawsuit or litigation.

**Participant Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Parent/Guardian Signature (if minor)** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**If under 21, the parent or guardian must read and sign the above, indicating his/her acceptance.  
Grant of Permission**

I/ we the undersigned, (student/rider above name or, if a minor, parents/ guardians) hereby grant permission and authority to Normandy Farms and Stables Inc. its employees, officers, shareholders, agents and Independent Contractors to act for you in executing verbal instructions of if unable to contact us, to act for us in dealing with emergency services, physicians, available ambulance companies and hospitals, to obtain prompt medical attention for any participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release Normandy Farms and Stables Inc. its employees, owners, shareholders, agents and Independent Contractors of any property concerned, and hold them harmless from liability for any injury or damage which the rider may sustain while at Normandy Farms and Stables Inc or participating in any activity sponsored by Normandy Farms and Stables Inc. and from any liability connected with obtaining prompt medical attention for the participant named above.

**Participant Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Parent/Guardian Signature (if minor)** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**If under 21, the parent or guardian must read and sign the above, indicating his/her acceptance.**

### Emergency Medical Information

Person to Contact in case of Emergency: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Participant's Physician: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

If in any event of emergency, we are unable to contact persons named above, please give us your preference for ambulance service and hospital.

Ambulance: \_\_\_\_\_ Phone: \_\_\_\_\_

Hospital: \_\_\_\_\_ Phone: \_\_\_\_\_

Insurance: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Phone: \_\_\_\_\_

Please list special conditions, allergies to drugs, etc which medical personnel should know before administering treatment of any kind.

\_\_\_\_\_  
**Participant Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Parent/Guardian Signature (if minor)** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**If under 21, the parent or guardian must read and sign the above, indicating his/her acceptance.**

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## Stable Rules

1. Normandy Farms and Stables Inc. is a private facility. No trespassing signs are posted. Visitors/ Tours etc without prior appointment are not allowed.
2. All riders, owners, and guests, must have a liability waiver completed with Stable Rules prior to riding or participating in any activity. All visitors must abide by the following rules. All visitors / tours must have a liability waiver completed with Stable Rules prior to visiting or participating in any activity.
3. Stable hours are from 9:00am to 9:00pm. Hours may vary with management approval only.
4. Absolutely no driving on premises other than to park in designated parking at west end. East gate is to remain closed at all times.
5. Absolutely no smoking on the premises. No participant or guest is allowed on the stable premises if under the influence of any drugs or alcohol.
6. Animals are not to be fed, handled or touched without the permission of the owner of the animal.
7. No children (under 14) may be left unattended past 7:00pm in the winter, summer hours may vary. All participant or visitor children are to be supervised.
8. Running is not permitted though the stable or around the horses.
9. No dogs are allowed on property. We do have cats, chickens and other farm animals that could bite or spook your horse. Take precautions to ensure that no injuries are sustained.
10. Participants or his/her guest are responsible for cleaning up after themselves and their horses.
11. All equipment must be returned to the boarder's locker immediately after use. Items left out will be placed in stable lost and found for 72 hours. Management is not responsible for lost property.
12. No property of the stable shall be moved or altered without management permission. This means, no nailing, screwing, bolting or alterations to stable property. No posting notices on walls etc.
13. At no time shall a horse that is tied or cross tied be left unattended. No unattended horses are to be left in turnout or round pen. Absolutely no tying to stalls on anything other than provided rings.
14. NO jumping is permitted on the premises unless trainer supervised or approved by management.
15. We are not responsible for injury or consequences of participant riding or handling off premises on adjacent land or roadways.
16. Damage: All boarders and owners will be responsible for damages to stalls, fencing, corals feeders, lockers and any other damages that they or their horse may cause. Boarder and or owner will be billed for material and labor to restore damaged property. Items of continual repair (i.e. Corral footing repair due to excess digging) will also be billed.
17. Absolutely no feed or supplements may be placed or hung in aisles. Boarder's if required may store one locked container for feed or supplements in the West or East storage areas. Are strictly responsible for clean and orderly storage. This privilege may be revoked for any reason.
18. Management may amend the hours of the indoor arena for required maintenance.
19. NO turn out or lunging in indoor arena. Vet inspections, lunge lessons or vaulting are the only exceptions.
20. Return all equipment, standards, poles etc after use.
21. All riders and participants must wear equestrian helmets, boots at all times for insurance purposes. No tennis shoes, no sandals.
22. The following are our approximate temperature guidelines:
  - We open the stall doors when temperature reaches 35 degrees,
  - We turnout horses when the temperature reaches 40 degrees or when safe
  - Full coat horses are un blanketed at 40 degrees
  - Clipped horses are un- blanketed at 50 degrees.
23. Normandy Farms and Stables Inc operates in the best interest of the horse equine participant and visitor/ guests. You shall employ the highest standard of ethics.
24. ANY violation of these rules by a person shall subject that person from immediate expulsion from the premises. Horse and property of violators will be subject to removal within 24 hours.

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7/01/07

\_\_\_\_\_, 20

## **Permission for Veterinary Treatment while owner is unavailable**

Although, discussing this subject is just plain no fun, it is one of importance so that proper care is given to your horse by caregivers. Normandy Farms will attempt to reach an owner with the telephone numbers available. Should you not be reached, and immediate action is required, these are your instructions for your animals care.

All boarders should take care that this in writing, irregardless of your position on treatment for your horse. In order for us to authorize the care and treatment in the manner that you would like, we must know your exact specifications. We require completion of this form, and should changes occur; it is the responsibility of the boarder to keep it updated.

**Name of Horse** \_\_\_\_\_ **Breed** \_\_\_\_\_ **Color** \_\_\_\_\_ **Age** \_\_\_\_\_

**Name of Owner(s)** \_\_\_\_\_

**Your Address** \_\_\_\_\_ **Tel Number(s)** \_\_\_\_\_

**Requested Veterinarian** \_\_\_\_\_ **Tel Number(s)** \_\_\_\_\_

In the majority of emergency situations, the immediate care could typically run from \$500-\$2000. In a colic situation, where surgery is required, it can range from \$4000-\$5000, and many times the odds are not in the horses favor. Based on your instructions, a doctor will assess the risk and based on your wishes make a judgment. Please let the doctor know your option and the risk percentage. IE: The only way to try to save your animal is surgery, with a 50/50 chance of successful recovery...What would your wishes be? Please state your exact wishes based on the doctors opinion of recovery. Please remember that we wish to act in yours and your horse's best interest.

Please check: Surgery proposed by Vet:

100-80% recovery	_____
80-60% recovery	_____
60-45% recovery	_____
45-30% recovery	_____
30-20% recovery	_____

Should there be a medical emergency, and the owner(s) are not available, and Normandy Farms and Stables needs to move rapidly to ensure the best care for your horse, please list a dollar amount that dictates what you will spend. All expenses will be billed to you directly by the vet or the barn if applicable. This figure covers anything from suchering a wound, transportation, to a major emergency surgery.

\$ \_\_\_\_\_, Try at all costs? \_\_\_\_\_, Do not perform any Surgery: \_\_\_\_\_

Give clinical hospital care: \_\_\_\_\_

**If insured, please staple a copy of the insurance to this information.**

**I understand the above information and grant permission for Normandy Farms and Stables Inc. and its representatives to act on my behalf for the above mentioned horse.**

**Owner** \_\_\_\_\_ **Date:** \_\_\_\_\_