



## HORSE USE/LESSON AGREEMENT AND LIABILITY RELEASE FORM

**PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM PARTICIPATING IN THIS ACTIVITY. TRIPLE CREEK RANCH DOES NOT GUARANTEE YOUR SAFETY.**

**Warning: Under Colorado law, an equine professional is not responsible for an injury to or the death of a participant in equine activities resultant from the inherent risk of equine activities pursuant to section 13-21-119, Colorado Revised Statutes.**

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE.** By signing this agreement, I and the parent or legal guardians thereof if a minor do hereby agree to hire or borrow from Triple Creek Ranch a horse, tack and equipment or to use Triple Creek Ranch facility (Triple Creek Ranch) and/or take instruction for the purpose of horseback riding today and on all future dates. \_\_\_\_\_ (Initial here)

**Rider name:** \_\_\_\_\_ **Date of Birth** (if under 21) \_\_\_\_\_

Does this rider have a physical and/or mental health conditions, problems, and/or disabilities which may affect his/her ability to safely ride a horse? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, describe here:

---

---

---

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS.** This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives and it shall be interpreted according to the laws of Colorado. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "horse" herein refers to all equine species. The term "horseback riding" herein refers to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The term "rider" herein refers to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor. \_\_\_\_\_ (Initial here)
- C. **ACTIVITY RISK CLASSIFICATION** I understand that horseback riding is classified as **RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY**, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Rider does not have any physical limitations that would prevent him/her from taking horseback riding lessons. \_\_\_\_\_ (Initial here)
- D. **NATURE OF STABLE HORSES.** I understand that Triple Creek Ranch chooses its lesson horses for their calm dispositions and sound basic training as is required for use as riding horses for beginning riders. Yet, no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of up to six feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping suddenly; changing directions or speed at will; shifting its weight: bucking, rearing, kicking, biting, running from danger. \_\_\_\_\_ (Initial here)
- E. **RIDER RESPONSIBILITY** I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety and that of an unborn child if the rider is pregnant. \_\_\_\_\_ (Initial here)

- F. CONDITIONS OF NATURE. I understand that Triple Creek Ranch is NOT responsible for acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects or reptiles which may walk, run or fly near or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape. \_\_\_\_\_ (Initial here)
- G. CARRY-ON OBJECTS AND SHARP NOISES. I understand that riders must not carry items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse, and also must not carry sharp or pointed objects in their pockets which could cause injury in a fall. Riders must not make sharp loud noises, such as screaming or yelling, which may scare a horse. \_\_\_\_\_ (Initial here)
- H. ACCIDENT/MEDICAL INSURANCE. I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. I hereby authorize Triple Creek Ranch to provide emergency medical care authorization or transportation for me or for my child. \_\_\_\_\_ (Initial here)
- I. PROTECTIVE HEADGEAR. I understand that Triple Creek Ranch requires the use of a helmet for all students when riding at all times, and provides SEI certified STM Standard Equestrian Helmets for use by students who do not own a helmet. Triple Creek Ranch's helmets may not be a perfect fit for each rider's head. While these helmets may reasonably be expected to prevent or reduce the severity of some of the wearer's head injuries in the event of a blow to the head, use of these helmets does not eliminate the possibility of head injury. TCR requires riders to purchase their own personal SEI helmet after 2 lessons. \_\_\_\_\_ (Initial here)
- J. LIABILITY RELEASE. I agree that in consideration of Triple Creek Ranch allowing my participation in this activity under the terms set forth herein, I the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge Triple Creek Ranch, its owners, independent instructors, volunteers, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations insurers, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES") of and from all claims demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Triple Creek Ranch's and/or its associates ordinary negligence; and I do further agree that except in the event of Triple Creek Ranch's gross and willful negligence. I shall bring no claims, demands, actions and causes of action, and/or litigation, against Triple Creek Ranch and its associates as stated above in this clause, for any economic and on-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of Triple Creek Ranch, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Triple Creek Ranch, whether on or off the premises of Triple Creek Ranch. \_\_\_\_\_ (Initial here)
- K. Cancellation and No Show Policy. I understand that Triple Creek Ranch requires **24 hours in advance** for cancelling any scheduled lessons or signed up activity. Failing to do so may be a charge of the full lesson fee or activity and payment will be due prior to scheduling next lesson or activity. This will apply to no shows. \_\_\_\_\_ (Initial here)

### SIGNER STATEMENT OF AWARENESS

I/We, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/we further attest that all facts relating to the applicant's physical condition, experience, and age are true and accurate.

\_\_\_\_\_  
SIGNATURE OF RIDER

\_\_\_\_\_  
Date

for \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1

\_\_\_\_\_  
NAME OF RIDER (please print)

\_\_\_\_\_  
DATE

for \_\_\_\_\_

\_\_\_\_\_  
PRINT NAMES (S) OF PARENT (S) AND/OR GUARDIAN  
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2

\_\_\_\_\_  
NAME OF RIDER (please print)

\_\_\_\_\_  
DATE

EMAIL: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

Business Phone: \_\_\_\_\_

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

EMERGENCY CONTACT: \_\_\_\_\_

# EMERGENCY MEDICAL RELEASE

I give any member of the staff of Triple Creek Ranch or its authorized representative permission to provide emergency medical care and/or transportation for me, or for my child(ren), and I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for **ALL** such incurred expenses.

This release covers the following individuals:

\_\_\_\_\_  
Name Date of Birth

\_\_\_\_\_  
Name Date of Birth

\_\_\_\_\_  
Name Date of Birth

\_\_\_\_\_  
**Signature** Date

\_\_\_\_\_  
**Printed Name**

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

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

Other Phone: \_\_\_\_\_

Alternate Emergency Contact: \_\_\_\_\_  
Name Phone

Insurance Company: \_\_\_\_\_

Group or Affiliation: \_\_\_\_\_

Policy # \_\_\_\_\_

In the event for emergency care would you like to be routed to Boulder or Longmont \_\_\_\_\_

Please list any medicines that would be of concern in case of an emergency \_\_\_\_\_

\_\_\_\_\_

## Contract for Young Riders and Parents

In an effort to create a learning environment for your child that is safe and fun, the policies listed below have been put in place. Please sign, date and return this contract to Triple Creek Ranch. Upon arrival, all children under 18 must check in with trainer, and also check out before departure.

1. Children ages 10 and under, riding outside of a lesson, must have a parent on site while at the barn. Please be aware that horses can get loose and run out of control and cars are coming and going. They must be supervised at all times and not left alone.
2. Children ages 11-14, riding outside of a lesson shall be supervised by their parent, unless the parent makes arrangements, at least 24 hours in advance, with Triple Creek Ranch staff or another adult for supervision of their child.
3. If a parent cannot be in attendance with their child, they must set up a time with an instructor (at least 24 hours in advance) or another adult for supervision of their child.
4. All children 14 to 17 may be at the farm unsupervised. There must be, however, in accordance with Triple Creek Ranch, an adult *in sight* while they are riding. If the adult refuses this responsibility or must leave the area, the child must find another adult to remain in the area. If there are two or more children ages 14-17, they may ride together and use the buddy system should a problem arise. Otherwise, the child must stop riding.
5. Before a rider under 18 leaves the premises, they must properly clean and store all of the equipment they used, clean the areas they used and *then* check out with the trainer.
6. Please be aware that all of our rules are designed to provide a safe environment for your child. At all times, children must be respectful and follow any directions given to them by all instructors or staff members of Triple Creek Ranch.

**In addition to the Young Rider Contract, the following Barn Rules must be followed. Thank you for your cooperation.**

- Please **DRIVE SLOWLY** down the driveway and into the barn parking lots. **If you are caught speeding on premises, owner will fine you \$50.00.**
- Don't drive in between the 2 barns;** go around to the left of the barn for parking.
- Helmets must be worn by anyone under the age of 18 while riding.
- Helmets are a must when going into pastures to get lesson horses for students under the age of 18.
- Children 11 and under must wear helmets at all times around the horses.
- No small children or family/friends sitting on horses/ponies. Arrangements can be made to set up a riding time for the child/family member/friend, with all of the proper release forms signed and riding attire.
- Students under age of 18 must be supervised when getting lesson horses from pasture.
- No small children, strollers or family members in the alleyway of the barns. Observers must stay in the front of the indoor barn, by the benches to watch their riders. One

member of the rider's family can be with the rider and their horse while tacking up. Others must wait outside. Small children visiting must be with parents and safely away from any danger. Use caution with small children around horses.

- Children must be supervised and are not permitted to roam around TCR to play alone. The playground must have an adult present with any children.
- Parents bringing sisters/brothers/friends must be responsible while your child is riding, keeping them safe from cars, horses, tractors and pond waters.
- No swimming in the ponds or lakes. Please don't let children throw the rocks off the dam into the pond.
- Everyone must ask permission to pass a cross-tied horse. Always unfasten the cross tied horse when passing with another horse, never go underneath.
- All riders must have a signed release form *before* riding or handling horses.
- Do not enter any stall, run, pasture or paddock. Use caution when passing horses with their heads out. Not all horses are friendly and most become very excited and may bite near feeding time and turn-out time. Do not feed any of the horses without permission.
- No outside dogs are allowed at Triple Creek Ranch.
- Cancellation and No Show Policy.** I understand that Triple Creek Ranch requires **24 hours in advance** for cancelling any scheduled lessons or signed up activity. Failing to do so may result in full lesson fee or activity and such fee will be due prior to scheduling next lesson or activity. This will apply to no shows.

We hope you enjoy your time here at Triple Creek Ranch. Please be respectful of the grounds and barns, we try hard to provide a beautiful facility with excellent care for your horses and your safety.

Lynn McChesney,  
*Owner, Triple Creek Ranch*  
lynntriplecreek@gmail.com  
303-444-4291

TCR Instructors  
**Tami Stockwell**

tamarastockwell@comcast.net  
720-308-3113c

**Michele Mason**

jemamason@aol.com  
720-939-1145c

**Monique Potts**

moniquepotts@hotmail.com  
303990-3880