

Minor/Agent/Guest Waiver

Fiery Sky Ranch
Kimberly AJ Baker and Michael L Baker
3487 Willownook Ranch Trail
Elizabeth, CO 80107
303-647-5481

During all horse-related activities including, Riding, Training, Clinics, Lessons, and/or any other activities involving the user, care or treatment of horses including routine feeding, grooming, shoeing and trimming, as well as veterinary procedures accidents can and will occur. In addition, the user and/or upkeep and maintenance of any other livestock as well as the structures (barns, sheds, fences, gates, stalls, paddocks, corrals, round pens and arenas) and the equipment and vehicles kept and/or used for or at Fiery Sky Ranch also carries a risk of accident or injury. I am aware that horse riding, training and instruction are dangerous activities and I am voluntarily assuming the risk of injury that may occur to me arising therefrom. I hereby agree at all times to furnish and use my own protective equipment including headgear and footgear.

Therefore, in recognition of these inherent risks, I agree that my use of the facilities owned and/or operated by Fiery Sky Ranch and/or its owner, agents and/or personnel, horses and/or other livestock brought to or boarded at Fiery Sky Ranch, equipment and/or vehicles owned, leased, borrowed or rented by Fiery Sky Ranch, or its owners, agents and/or personnel is at my own risk. Furthermore, I agree to indemnify and hold harmless Fiery Sky Ranch, its owners, agents and/or personnel for any accidents, injuries or illnesses to the undersigned and/or to any and all persons and/or property belonging to or associated with the undersigned that occur based in whole or in part on my activities at Fiery Sky Ranch. This shall also include any loss of wages due to injury or illness or any other compensation or medical debt.

I hereby represent and agree that in the event this release is made for or on behalf of a person under the age of 18 years, I am one of the parents of such minor or duly appointed legal guardian of such minor, as such, am entitled to enter into this release for and on the behalf of such minor.

Name of Minor (if applicable):

Name (please print): _____

Signature: _____

Date: _____

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN EQUESTRIAN ACTIVITIES

Colorado Equine Liability Form

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Colorado, C.R.S. 13-21-119, state among its statutory provisions that: 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 risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

In consideration of the services of KB Natural Horsemanship, Kim AJ Baker, Inc., Kimberly Anne-Jones Baker, her agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TRAINER"), I _____ (hereinafter collectively referred to as "UNDERSIGNED," which term includes Undersigned's parent or legally-appointed Guardian, if a minor) hereby agree to release, indemnify, discharge, and hold harmless TRAINER, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows: I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TRAINER from any and all claims, damages, costs, expenses (including attorneys' fees and costs) and other liabilities, demands, or causes of action, which are in any way connected with my participation in this activity, my horse, my equipment or facilities (leased or owned), or my use of TRAINER'S horses, equipment or facilities (leased or owned), including any such claims which allege negligent acts or omissions of TRAINER. This shall also include any loss of wages due to injury or illness or any other compensation or medical debt; as well as, any injury or property damage to third parties. I grant to TRAINER the right to use images (digital, photographic and any other kind) of myself and/or my horse (s) in any manner desired and without the payment of any compensation.

I, UNDERSIGNED having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in equestrian-related activities including but not limited to, riding, horse-handling, horse-training, ground work, round pen, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities that entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties (injury and/or property). In addition, the use and/or upkeep and maintenance of any other livestock as well as the structures (barns, sheds, fences, stalls, paddocks, corrals, and arenas) and the equipment and vehicles kept and/or used also carry a risk of accident or injury. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, TRAINER has difficult jobs to perform. TRAINER seeks safety, recommends protective headgear and footgear that is certified and appropriate for equine related activities, but is not infallible. TRAINER might be unaware of the UNDERSIGNED fitness or abilities. TRAINER might misjudge the weather, the elements, or the terrain. TRAINER may give inadequate warnings or instructions, and the equipment being used might malfunction. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved.

Horseback riding is an inherently risky and dangerous activity. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from or injured by the horse, and/or may cause the horse to run off and damage itself, property, and/or a third party (individual and/or property). We may encounter bears, puma, snakes and even small insignificant objects that frighten horses. Horses may bite, kick, buck, fall, or stumble. You or your horse may collide with obstacles, cows, other horses, barbed wire, trees, branches, natural and man made objects whether obvious or not. Each of these obstacles and variations in terrain such as rivers, ditches, steep slopes, poor trails, holes, could cause you to lose control of your horse and be injured. Saddles may slip and tack or saddle problems may develop as a result of normal use and wear. Riders may lose their balance, which can result in falling from the horse. I acknowledge that if I work, ride or travel with horses, I am subject to injury and no form of planning can remove the danger.

I certify that I have adequate medical insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

This agreement shall be legally binding upon TRAINER and UNDERSIGNED, including the undersigned's parents or legal guardians, should the undersigned be a minor, when signed by both parties. This agreement does intend to disclose all possible inherent risks or all risks of participating in any of the activities. Nor does this agreement intend to disclose all possible liabilities and responsibilities to the undersigned. This agreement is entered into in the state and county of domicile of TRAINER and will be interpreted and enforced under the laws of the State of Colorado. Any disputes by the undersigned shall be litigated in and venue shall be in Elbert County, Colorado. If any clause, phrase or word is in conflict with State Law then that single part is null and void.

By signing this document, I acknowledge that if anyone (myself or third party) is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TRAINER on the basis of any claim from which I have released them herein.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

Signature of Participant

Date

Print Name of Participant

Signature of Parent / Legally-Appointed Guardian
(if participant is a minor under 18 years of age)

Minor's Age

Print Name of Parent / Legally-Appointed Guardian

Address: _____

Phone: _____

Email: _____

PROTECTIVE EQUESTRIAN HEADGEAR AND FOOTGEAR REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by KB Natural Horsemanship, Kim AJ Baker, Inc., and Kimberly Anne-Jones Baker (hereinafter collectively referred to as "TRAINER"), that we should purchase and/or wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet, as well as appropriate footgear, (relatively smooth sole with at least one inch heel) while riding or being around horses in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of TRAINER, numerous court cases and TRAINER'S insurance company, we are refusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Date _____
Signature of Rider (spouse must sign for themselves)

Date _____
Signature of parent, guardian and or spouse

Name of additional minor (s) rider (s)