

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING. Serious injury may result from your participation in this activity. The owner does not guarantee your safety.

- A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE. I, the following listed individuals, hereinafter known as the "RIDERS" and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on Cottonwood Riding Club (Littleton, Colorado), and that the RIDERS will ride Behrouz borrowed from Caitlin Salem and Sheila Salem for the period from September 1st 2022 - May 31st 2023

Riders' Names Avery Sullenberger Age (if under 21) 16

2023 SS. 2024

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. The term "Horse" herein shall refer to all equine species. The term "Horseback Riding" or "Riding" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDERS" shall herein refer 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. "HORSE" shall refer to the specific horse as specified in this Agreement.

C. ACTIVITY RISK CLASSIFICATION. I UNDERSTAND THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at US hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF RIDING HORSES. I UNDERSTAND THAT: 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 from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. 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 short; Changing directions or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; or Running from danger.

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. The RIDER shall be responsible for his/her own safety, and that of an unborn child, if the rider is pregnant. Pregnant women should ride a horse only under the advisement of their physician.

F. CONDITIONS OF NATURE. I UNDERSTAND THAT THE OWNER IS NOT responsible for total or partial 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, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing of 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.

G. INSPECTION OF PREMISES. I UNDERSTAND THAT: RIDER has inspected this stable's facilities and trails and is satisfied that all premises conditions are reasonably safe from RIDER's intended purpose, usage and presence upon THIS STABLE's premises.

H. SADDLE GIRTH/NATURAL LOOSENING. Saddle girths (saddle fastener around the horse's belly just behind the front legs) may loosen during a ride. If a rider notices this he/she must dismount and tighten the saddle or immediately alert someone who can, so as to avoid slippage of the saddle and a potential fall of the rider. The rider shall not again mount the horse until the saddle has been sufficiently tightened to avoid slippage.

IA. ACCIDENTAL/MEDICAL AND PERSONAL LIABILITY INSURANCE. I AGREE THAT: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____
P. Should my actions or that of the HORSE cause injury or damage of any kind, while the leasee is under control of the horse, I and/or my own personal liability shall pay for such damages. My personal liability insurance company is Equisure and my policy number is B1230

IB. ACCIDENTAL/MEDICAL AND PERSONAL LIABILITY INSURANCE. I AGREE THAT: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____
B123062090A23. Should my actions or that of the HORSE cause injury or damage of any kind, while the leasee is under control of the horse, I and/or my own personal liability shall pay for such damages. My personal liability insurance company is Equisure and my policy number is _____

J. PROTECTIVE HEADGEAR WARNING. I AGREE THAT: I have been fully warned and advised by THIS STABLE that the RIDER should purchase and wear protective head gear (protective riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death from happening as the result of a fall or other occurrence.

K. LIABILITY RELEASE. I AGREE THAT: In consideration of the OWNER allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release the OWNER, THIS STABLE and ITS ASSOCIATES, as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in care, custody and control of the OWNER.

L. TERMINATION OF AGREEMENT. I AGREE THAT: The OWNER has the right to terminate this agreement at ANY time during the Agreement period for ANY reason without prior notice. The RIDER may also terminate the lease for any reason but must give the OWNER 30 days' notice of intent to terminate this agreement.

M. CARE OF HORSE. The RIDER is responsible for and agrees to the routine medical care, farrier work and boarding costs of the HORSE. If the HORSE is injured or becomes ill RIDER agrees to pay the OWNER any veterinarian costs or insurance co-pay once insurance is in place. If a Colic event should occur and costs exceed insurance coverage OWNER and RIDER will each pay 50% of costs.

N. OWNER INSTRUCTIONS. I AGREE THAT: I will comply with the following specific instructions, requirements and recommendations as indicated by the OWNER. Failure to do so can and may terminate this agreement at any point during this Agreement period without prior notice. I will also comply with any and all reasonable verbal, non-written instructions by the OWNER:

1. The monthly charge of this riding agreement is board in the Centennial barn, turnout, farrier, routine medical work including: dental, chiropractic/ massage, vaccines, sheath cleaning and lameness checks payable to the OWNER by the 5th day of each month during the period of this Agreement.
2. The RIDER may ride this HORSE on the following days of the week: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday These days may be altered by verbal agreement between OWNER and RIDER. During Caitlin's visits home/school breaks, OWNER and RIDER will verbally manage the riding schedule for both girls.
3. NO ONE other than the designated RIDER, as indicated above, will mount the HORSE UNLESS AUTHORIZED BY TARA HIEB OR CAITLIN SALEM
4. The RIDER IS allowed to jump the HORSE.
If allowed, the RIDER is restricted to jumping the HORSE in lessons, clinics or shows only at a height not to exceed whatever Tara says
5. Specific instructions regarding riding outside an enclosed arena: RIDER may not ride on trails or off property unless accompanied by an experienced adult rider or TRAINER.
6. Specific instructions regarding feeding/supplements: N/A
7. Specific instructions regarding warm up/cool down: Make sure he is dry and cooled down before putting him away. Use liniment on his legs after jumping and standing wraps at overnight shows. If he sweats a lot or it is super cold, he can have a bran mash with salt.
8. Specific instructions regarding bathing the horse: N/A
9. Specific instructions regarding the trailering off property to participate in owner-authorized events: N/A
10. Specific instructions regarding the use of OWNER's tack and equipment: N/A
RIDER may use his/her own saddle/bridle provided that OWNER has approved the proper fit of the equipment to the horse.
11. Specific instructions regarding blanketing/coolers: Blanket him as needed. Cooler as needed.
12. RIDER may not alter the appearance of the horse in any way including clipping and pulling mane without consent of the OWNER.
13. Other: This is a FULL LEASE. The RIDER is responsible for the care and costs of Behrouz.
14. Any medical decisions outside of routine maintenance must be discussed with and signed off by OWNER. OWNER always has final decision making on all medical and maintenance. RIDER agrees to notify OWNER immediately should any accident or medical issues arise that are outside of normal maintenance.
15. Periodic training rides by Tara Heib may be necessary and will be determined by Caitlin and Tara. RIDER will pay for those rides.

All riders and parents or legal guardians must sign below after reading this entire document:

RIDER INFORMATION:

Address in full: 83103 Snaffle Bit Ct. Littleton, CO 80125 Home Phone: 303-325-6043 Brandi
Business Phone: 720-633-5209 Avery

Avery Sullenberger Date 8-12-23
Signature of RIDER

Brandi M Sullenberger Date 8/12/23
Signature of PARENT or GUARDIAN (if rider under 18)

Printed name of PARENT or GUARDIAN

OWNER INFORMATION:

Address in full: 9749 Bay Hill Dr., Lone Tree, CO 80124
Home Phone: 303-349-3945
Business Phone: 720-326-8333

Signature of OWNERS: Sheila Salem Caitlin Salem Date: August 27th, 2023
Printed name of OWNER Sheila S. Salem Caitlin Salem Aug 11, 2023 SS