

WAIVER AND RELASE OF LIABILITY AND INDEMNIFICATION

ELDORADO STABLE AMENITY

I, the undersigned person, on my own behalf or upon behalf of the participant under the age of 18 listed below, in exchange for being permitted to make use of the stable facilities (including three arenas, two round pens, trail course and arroyo trails), maintained by the Eldorado Community Improvement Association, Inc. (ECIA) hereby state and agree to the following:

1. I have received a copy of the rules for the ECIA Stable Amenity and agree to abide by them.
2. I fully understand and voluntarily accept that there are certain inherent risks and dangers associated with using the Facility. I realize that use of the Facility may expose me to hazards or risks that may include but are not limited to broken or sprained limbs, along with other more serious injuries, including hospitalization and death. I understand and appreciate the nature of such hazards and risks and I assume full responsibility for any personal or injury to myself and/or any damage to my personal property that may occur as a result of my use of the Facility.
3. I fully release, discharge and agree to hold harmless ECIA and Community Asset Management, LLC (HOAMCO), and their respective officers, directors, members, employees, volunteer, contractors and agents, (the "Released Parties") from any and all liability to me or my personal representatives, estate, heirs, next of kin, and any and all claims and causes of action for loss of or damage to my property and for any illness or injury to me, including death, that may result from or occur from my use of the Facilities, whether caused by the negligence of the Released Parties, or otherwise. I further agree that if any litigation or claim results arising out of, pertaining to, or in relations to my use of the Facilities, and any Released Party is named as a party or joined as a party to such litigation or claim, I agree to hold them harmless, defend and indemnify them in regard to any judgment entered against them and in regard to any judgment entered against them and in

regard to their litigation expenses, including, but not limited to, reasonable attorney's fees, costs, and out-of-pocket expenses.

4. I agree to pay for all damage to any facility or other property caused by me in the course of my use of the Facility.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS AS A RESULT OF MY USE OF THE FACILITY AND IT OBLIGATES ME TO INDEMNIFY AND HOLD HARMLESS THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY ARISING OUT OF, PERTAINING TO, OR IN RELATION TO MY USE OF THE FACILITY. BY SIGNING THIS DOCUMENT, I SHALL BE VOLUNTARILY SURROUNDING CERTAIN OF MY LEGAL RIGHTS.

DATED: _____

If participant is under the age of 18, the release must be signed by the parent of legal guardian of the Participant. The person signing below on behalf of the Participant under the age of 18 hereby certifies that the person is the parent of legal guardian of the Participant.

SIGNATURE: _____

PROPERTY ADDRESS: _____

PRINTED NAME: _____

ON BEHALF OF: _____

(If participant is under 19)