

HEADWATERS HOUNDS

LIABILITY RELEASE

I, the undersigned, do hereby state that I have read, understand and agree with the following:

1. It is my choice to participate in foxhunting and I acknowledge and accept the inherent risks associated with foxhunting and equine activities in general.
2. Foxhunting can be a dangerous activity, horses are unpredictable animals, and I warrant that I am a competent rider capable of riding at the necessary skill level for long periods of time.
3. There are no medical facilities or personnel available should I become injured.
4. I may return to the hunt assembly area at any time after notifying any hunt member or staff person, and I will be furnished with an accompanying rider.
5. The terrain is varied and dangerous, with gullies, loose wire, animal holes and gullies to name a few dangers that may be encountered. The Headwaters Hounds and Landowners are unable to warn me of any and all dangers associated with riding or walking in such terrain.
6. It is my responsibility to ensure that my guests and I understand, obey and comply with the rules and regulations of the Headwaters Hounds and that I may obtain a copy of such rules and regulations upon request to a member of the Headwaters Hounds.
7. The potential exists for any participant to act in a negligent manner that may contribute to injury to the participant or others, e.g., failing to maintain control over their horse or not acting within his or her ability.

WARNING

All participants are warned that numerous unmarked hazards exist or may exist on any land the Headwaters Hounds uses to conduct its foxhunting activities. These hazards include but are not limited to:

Manmade Debris (e.g., rusting metal, old tanks/feeders, boards with nails, old pipes, highway litter, etc.)

Manmade Facilities (e.g., windmills, water tanks, pipelines, pipe/wire/wood fences and gates; shacks and buildings in various states of repair; telephone/power lines and poles; corrals, etc.)

Vehicles and Machinery (e.g., harrows, disks, plows, balers, seeders; swathers, rakes, blades; wagons; tractors; trucks; horse trailers, etc. often parked in and hidden by vegetation or snow)

Uneven Terrain that includes ditches, drops, gulches, arroyos, cliffs, embankments, dams, terracing, etc.

Rocks (stable or loose and varying sizes)

Unstable Ground/Soil that can collapse/give way or become extremely muddy, frozen, icy and slick when wet

Embedded T-posts, PVC poles, wood/metal stakes used for surveying/markings (uncapped/unmarked and at various heights from the ground)

Fences, Gates and Jumps in various states of repair

Abandoned or Downed Wire and Fence Posts found anywhere; not always located near original fence lines

Animal and Erosion Holes that may or may not be hidden by adjacent vegetation

Eroded Livestock/Game Trails that can be rutted/slick/icy

Deep Sand and Sand with Rocks such as may be found in stream beds and runoff/erosion areas

Scrub Oak, Bushes and Trees with stiff, low branches and fallen branches/twigs lying on the ground

Grasses and Weeds on soil tufts at various heights that can trip horses and people

Livestock and Wildlife common or not to Colorado may be encountered at anytime, some considered dangerous. Both males and females can be very protective of their young and themselves. Any domestic or wild animal may attack a horse or person without provocation and any animal may make a sudden appearance without warning, startling horse and rider. Horses may instinctively attempt to flee from any animal or scent of animals at any time.

Ponds, Springs and Streams with extremely muddy bottoms and various depths of water

During its foxhunting activities, the Headwaters Hounds Huntsman, Staff, Fieldmasters and members will, to the best of their ability, avoid or point out known or new hazards as they are approached. Warnings of hazardous objects or situations are generally preceded by the term **'ware**, which means **"beware of"**; e.g., 'ware hole, 'ware wire, etc. The individual giving the warning may or may not point to the object with an extended arm or whip. Such warnings are generally passed from one individual to the next as the hazards are encountered. *The locations of all hazards are not known* and all known and unknown hazards can be hidden by vegetation, eroded soil, snow and ice. Also, known hazard locations can be missed, overlooked or forgotten by anyone, even if familiar with the land being hunted. The hounds are sometimes taken into areas with known hazards to facilitate finding scent of the quarry and the quarry

often travels through hazardous areas when leading the hounds. Sudden severe weather changes can create hazards, either in the land being hunted or on the roads traveled to and from the meets. It is important to know that emergency medical treatment for riders and horses is generally not available and could take an extended period of time to summon. Also, the hunt often enters areas inaccessible to vehicles and aircraft and therefore evacuation may only be accomplished on foot or horseback. The hunt also does not possess medical aids, equipment or drugs that might be necessary to ease suffering or sustain life until medical professionals arrive. There are no land telephone lines to communicate emergencies and cell phone service is not always available in the lands being hunted.

Equine Liability Act

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.

Minors

Parents signing this Release for their minor child (less than 18 years of age) are acknowledging their understanding of all the above and are verifying that their child is a proficient rider and able to participate in a foxhunt or foxhunting activity; that the horse their child rides is known to them and is manageable and reliable enough to ride in a crowded environment, at all speeds, in all conditions and over any terrain; and that the child will be wearing boots with heels and a safety helmet that fits and is approved for equestrian uses.

BY VOLUNTARILY SIGNING BELOW, I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE HEADWATERS HOUNDS, ITS MEMBERS, OFFICERS, DIRECTORS, MASTERS, LANDOWNERS, LESSEES, OCCUPANTS OF ANY LAND, AGENTS, EMPLOYEES AND ANY PERSON ACTING ON BEHALF OF THE HEADWATERS HOUNDS FOR ANY LOSS, DAMAGE, ACCIDENT, INJURY OR ILLNESS TO MYSELF OR ANY PERSON ACCOMPANYING ME OR TO MY GUESTS, HORSES, DOGS AND ANY OTHER PROPERTY WHATSOEVER, OCCURRING IN CONJUNCTION WITH THE HEADWATERS HOUNDS, FOXHUNTING OR ANY OTHER HEADWATERS HOUNDS ACTIVITY, INCLUDING ANY AND ALL CLAIMS FOR NEGLIGENCE AGAINST ANY ABOVE DESCRIBED PERSONS. I ACKNOWLEDGE UNDERSTANDING AND AGREEMENT WITH ALL THE ABOVE AND AGREE THAT THIS RELEASE AND MY RISK ASSUMPTION TO BE BINDING UPON MY HEIRS, SPOUSE, KINFOLK, FRIENDS, PERSONAL LEGAL REPRESENTATIVES, AND ASSIGNS.

Dated: _____, 20__ for the 20__ - 20__ season, including all locations and all landowners.

Printed Name		Signature	Hunt Member of: (if visiting)
Number and Street or P.O. Box			Home Phone
City	State	Zip	Cell Phone
Printed Name of Legal Guardian for Minor		Signature	E-mail
Host			Date of Birth