

# Release and Waiver of Liability and Assumption of Risk Agreement

Messer Arena and Event Center (a.k.a. Messer Event & Agriculture Center) - 303-819-6799  
33955 County Rd. 37 Kiowa, Co 80117 - Ralph Messer, Inc P.O. Box 4810 Parker, Co 80134

This agreement (the "Agreement") is made by and between the Undersigned and Ralph Messer Inc., a Colorado Corporation "Proprietor" (Messer Event & Agricultural Center) "Property."

Name of "Undersigned:"

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## Emergency Contact

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## Terms & Conditions

"Event:" \_\_\_\_\_

In consideration for being permitted to participate in the Event, I the Undersigned (or Authorized/Legal Representative), acknowledge and agree to the following:

1. The Undersigned is authorized to make this application on behalf of its company, employer, or any such entity which the Undersigned represents.
2. That upon entering the Property, the Undersigned shall continuously thereafter inspect such facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgment that it has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further warrants that if at any time the facility is deemed to be unsafe, the Proprietor and any of its officials will be notified, and the use of the Property shall be terminated or restricted as solely determined by the Proprietor.
3. The Undersigned hereby releases, waives and discharges Messer Event & Agricultural Center, it's proprietor, officers, officials, directors, shareholders, employees, and representatives on account of any injury, damage claim, or cause of action to the person, attendees, guests or property which the Undersigned sustains while the Undersigned is utilizing the Property for any purpose.

4. The Undersigned and its, personal and legal representatives, heirs, successors, and next of kin will not make any claim against Messer Event & Agricultural Center, or any of its present or former officials, employees, agents, directors, shareholders, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) for injury, sickness, damage, death or any other loss arising from or related to the Undersigned's participation in the Event.
5. The Undersigned shall indemnify and hold harmless Messer Event & Agricultural Center from any and all claims, losses, damages, liabilities, expenses, court costs, and reasonable attorney's fees of any kind, resulting from any phase of the conduct of an Event on the Property. The Proprietor shall not be liable for the loss or damage of any of the Undersigned's property or any incidental, consequential, or indirect damages to Undersigned's business, function or event.
6. The Undersigned expressly agrees that the release and indemnifying agreement granted in this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and further that if any part thereof is held invalid, the remainder of this Agreement shall continue in full force and effect. The Undersigned hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of the Proprietor or otherwise while in or upon the Property and/or while competing, officiating, observing or working for, or for any purpose participating in the Event which is the subject of the application.
7. The Undersigned expressly acknowledges, fully understands, and agrees that the activities at the facility may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from his/her own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, equine activities, the condition of the facilities, equipment, or areas where the Event is being conducted, and the Undersigned voluntarily agrees to assume this risk.
8. The Undersigned shall be responsible for any damage or loss caused to any property rented herein and shall be further responsible for the loss of income or profit sustained by the Proprietor by the Undersigned's use of the Property.
9. **Alcoholic beverages/tobacco/e-cigs/vaping/marijuana of any kind are not permitted on the Property.** In the event intoxicating substances are served or supplied by the Undersigned, the Undersigned specifically acknowledges that the terms of this release will apply thereto in every respect. The Undersigned has acknowledged and has agreed that it will bear complete responsibility, in accordance with the terms of this release, for such injuries or damages to persons or property which may result and will indemnify the Proprietor for any and all liability incurred by it as a result of the service of or providing for intoxicating substances at the Property by the Undersigned.
10. The Undersigned, personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Proprietor from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the Undersigned in any way connected to, related to, or arising out of participation in the Event, regardless of any negligence of the Proprietor.
11. The Undersigned warrants that the Undersigned is in good health and has no physical condition that would prevent the Undersigned from participating in the Event. The Undersigned has had the opportunity to seek medical advice for any concerns the Undersigned may have had regarding their health.
12. In the event of any litigation or other proceeding caused by the Undersigned arising out of or in connection with this Agreement, Messer Event & Agricultural Center in such litigation or proceeding shall be entitled to recover from the Undersigned, as a part of the judgment or ruling, its costs, legal expenses and litigation expenses, including reasonable attorneys' fees, incurred in connection with the litigation or proceeding as well as an award on interest at the rate of 12% per annum.

**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.**

The Undersigned has read and voluntarily signs this Release and Waiver of Liability and Assumption of Risk Agreement on behalf of the Undersigned and persons utilizing the permit, and further agrees that no other oral representations, statement, or inducement have been made except for those specifically set forth in this Agreement.

The Undersigned has carefully read this Agreement and fully understand its contents. The Undersigned is aware that it has given up substantial rights by signing the Agreement. The Undersigned has no obligation to participate in this Event or sign this Agreement, but desires to do so. The Undersigned certifies that the Undersigned is at least eighteen years of age and is authorized with no limitation to sign and agree to this Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I accept terms & conditions

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