

Office Use : Camp _____

SRI # _____

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PLEASE READ BEFORE SIGNING

HORSE RENTAL CONTRACT AND RELEASE

(Lease Agreement)

I, _____ (Lessee), agree to rent from Sombrero Ranches, Inc. (Sombrero Ranch),
(PLEASE PRINT NAME)

911 Kimbark Street, Longmont Colorado, 80501, _____ horses.

Upon taking possession of these horses, I understand and agree to assume full responsibility for them. I shall provide hay and grain in sufficient amounts to return the animals in the same or better state of health than they were in when I received them. Sombrero Ranch' agent shall be the sole judge in this matter. I shall maintain proper shoes on each animal. In the event that the horses are injured or that I am unable to return them in the same condition they were in when received, I shall pay Sombrero Ranch the sum of Six Hundred Dollars (\$600.00) for each injured horse or each horse returned in less condition than when received. For each dead horse, missing horse, or horse on which euthanasia must be used, I shall immediately pay the sum of Twelve Hundred Dollars (\$1,200.00).

If any equipment furnished with the horses is damaged or lost, I shall replace it with equipment of like value, or I shall pay for it at the following rate: saddle \$600.00; bridle \$30.00; halter \$15.00; saddle blankets (2) \$30.00 each. Sombrero Ranch may repair or have repaired any of the above equipment and I shall pay for these repairs up to the above stated values.

Injured or Damaged Horses: Lessee returning horses with bad wither sores, kidney sores, or in poor physical health shall be charged \$600.00 for each unusable horse. It is also understood that Sombrero Ranch will not be responsible for any veterinarian costs, veterinarian supplies, extra labor expenses, and income loss due to injured horses and that **all expenses** are the responsibility of the Lessee.

Horse Health: Sombrero Ranch makes every effort possible to ensure the delivery of healthy horses. However, due to the fact that Sombrero Ranch is in the business of leasing horses, as well as purchasing horses from many locations throughout the western United States, Sombrero Ranch makes no guarantees to the possibility of herd health risks associated with our horses. It is agreed by the Lessee that Sombrero Ranch will not be held responsible for any losses due to unknown health problems at the time of delivery or during the rental period. It is further agreed that Lessee understands the risk involved with horse health and agrees to accept those risks.

Care of Horses - YOU ARE RESPONSIBLE FOR SUPPLYING FEED FOR YOUR HORSES:

1. Minimum feed per day per horse:
 - A. 25 lbs. of good hay so they will perform well. (NOTE: If hunting in the wilderness area, i.e., Flattops, you will need to purchase hay-alfalfa cubes. Bringing bales of hay is prohibited.) Colorado now requires the use of Certified Weed Free Hay on all its National Forest & BLM grounds.
 - B. 1 gallon of grain morning and night (good mix). Recommended: 3-way 12% protein mix.
2. Horses must be watered at least twice per day whether used or not, and more often if used.
3. Horses must be unsaddled and unbridled **every** night.
4. Do NOT run horses up hills.
5. Do NOT pack over 200 pounds per horse.
6. Should horse develop saddle sores, do not use until sore is healed.
7. Do not ride horses double (2 people).

I, the Lessee, have read and fully understand Sombrero Ranch' Injured or Damaged Horse, Horse Health, Death of Horse, and Care of Horses Policy.

Signature of Lessee

Date: _____

This address will be used to mail your deposit refund to you, so please print complete information.

Name _____ Signature _____

Address _____

City, State and Zip Code _____

Phone Number (_____) _____ Date _____

Cell Phone # (_____) _____

of horses _____ With tack? _____ Used to pack out elk? _____

CIRCLE SEASON: Archery Muzzle Loading 1st Rifle 2nd Rifle 3rd Rifle 4th Rifle All Seasons

VEHICLE INFORMATION:

DEPOSIT: (Separate from rental fee below)

Make _____ DEPOSIT (\$300 per every 3 head) \$ _____

Year _____ AMOUNT PAID \$ _____

Color _____

RENTAL FEE: # horses _____ at \$ _____ per horse

Car License # _____

TOTAL RENTAL FEE: \$ _____

State _____

FEED/MILEAGE/MISC. \$ _____

Driver's License # _____

TOTAL RENTAL/MISC. CHARGE \$ _____

Please list age, weight, height, and experience for each rider. This is to aid in selecting an appropriate horse for each rider.

AMOUNT PAID \$ _____

BALANCE DUE **PRIOR TO RENTAL** \$ _____

(1ST SEASON HORSES RESERVED ONLY WHEN PAID IN FULL BY 10/01)

Age	Wt.	Ht.	Exp	Age	Wt.	Ht.	Exp
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

REMIT TO:

SOMBRERO RANCHES, INC.
911 Kimbark Street, Longmont
Colorado, 80501

For second season, no deliveries before the Wednesday prior to opening. Our horses are not trained to load in 2-horse trailers. If you plan on transporting horses, you must have at least a 4-horse trailer.

I want the horses delivered to the following location - give detailed information or furnish a map. (No deliveries before 11:00 a.m.; if delivery is desired before 11:00 a.m., schedule delivery for late the previous day.)

_____ on the following date: _____ at _____ a.m. / p.m.

I agree to be at this location at the time indicated. I understand due to unpredictable weather conditions, etc., delivery of the horses can be late and I agree to wait at the specified location for twelve hours from the specified time.

I want the horses picked up at the following location: _____

_____ on the following date: _____ at _____ a.m. / p.m.

* * * * *

FOR SOMBRERO RANCH USE ONLY: DEPOSIT TO BE REFUNDED YES _____ NO _____

Horse Numbers: _____

Driver _____ Date/Time Delivered _____

Driver _____ Date/Time Picked up _____

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I agree to be responsible for the safety and supervision of any person(s) riding or using said horses, acting in the capacity of agent for such person(s), during the term of this Lease Agreement, and Sombrero Ranches, Inc. shall not be held liable for any claims which may be brought by any person or persons for the use of said horses. I agree that I shall hold Sombrero Ranches, Inc. harmless and shall indemnify Sombrero Ranches, Inc. against such claims, if any. Sombrero Ranches, Inc. shall be named as an additional insured in the liability insurance policy in an amount not less than \$500,000 per person. I agree to adhere to the provisions of Colorado Revised Statute 13-21-119 regarding liability risk inherent to equine activities.

I understand that:

1. A sum of Three Hundred Dollars (\$300.00) shall be deposited for each one to three horses rented.
2. This **SECURITY DEPOSIT IS SEPARATE** from the rental fee, but may be paid with the same check.
3. The deposit will be returned by check at close of the hunting season from the Boulder office (near the end of December), provided the following conditions are met:
 - a. I pick up the horses or I am at the delivery location as specified in this contract.
 - b. I stay with the horses until they are picked up by Sombrero Ranches, Inc.
 - c. I return the horses and equipment in satisfactory condition.
 - d. I return the **Horse Rental Contract and Release** properly signed and dated by any and all persons before riding the horses or using the equipment, affirming that they have read and agreed to the terms of the **Horse Rental Contract and Release**, assuming the risks of hunting horse rentals and releasing Sombrero Ranches, Inc. from liability, including negligence.
4. ***Rental fee is to be paid in advance of delivery, due in the Boulder office by October 1st for the first two elk and deer seasons; October 20th for the third and fourth seasons.***
5. *Absolutely no horses will be reserved for 1st season unless deposit & rental fees are paid in full by October 1.*
6. **I WILL REMAIN WITH THE HORSES UNTIL SOMBRERO RANCH PICKS THEM UP REGARDLESS OF TIME; IF I AM NOT PRESENT I WILL SURRENDER MY DEPOSIT.**

NOTE: Forest Service regulations require Sombrero Ranch to have a permit to deliver horses in the National Forest. We will advise you of our ability to deliver to your site.

IF YOU NEED TO CONTACT US DURING THE HUNTING SEASON, call your horse camp location from page 1:

Craig (970) 824-3468

Boulder (303) 442-0258

Meeker (970) 878-4382

Steamboat (970) 879-2306

Sweetwater (970) 524-9742

Williams Fork: (970) 276-2048

Grand County (970) 887-1999

Seely and Morapos: Call Craig Ranch

RIDER'S AGREEMENT TO ASSUME THE RISKS OF HUNTING HORSE RENTALS AND RELEASE SOMBRERO RANCHES, INC. FROM LIABILITY, INCLUDING NEGLIGENCE

THE RENTER AND/OR RIDER BY SIGNING HIS/HER NAME AT THE BOTTOM OF THIS RELEASE, AGREES THAT FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO RENT AND/OR RIDE A HORSE OF SOMBRERO RANCHES, INC. (HEREINAFTER CALLED SOMBRERO RANCH), HEREBY AGREES TO HIRE THE HORSE FOR THE ABOVE STATED ACTIVITY AND FURTHER AGREES AS FOLLOWS:

(1) THAT SOMBRERO RANCH, ITS AGENTS, SERVANTS OR EMPLOYEES, HAVE EXPLAINED TO ME THAT SOMBRERO RANCH'S DUTY TO THE PUBLIC REQUIRES THEM TO DESCRIBE THE NATURE OF THIS SERVICE PERFORMED HERE IN PROVIDING A HORSE FOR MY USE, THAT I CLEARLY UNDERSTAND THE FAIRNESS AND MEANING OF THIS RELEASE AGREEMENT, AND I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THIS MATTER;

(2) THAT I KNOW AND UNDERSTAND THAT THIS HORSE RIDING ACTIVITY INVOLVED SPECIFIC RISKS OF PROPERTY DAMAGE OR PERSONAL INJURY TO ME OR TO MY MINOR CHILDREN ARISING FROM APPROACHING, HANDLING, MOUNTING, RIDING AND DISMOUNTING THE HORSE AND FROM OBSERVING OR PARTICIPATING IN THIS ACTIVITY, INCLUDING THE RISK THAT SOMBRERO RANCH OR ITS SERVANTS, AGENTS OR EMPLOYEES MAY ACT **NEGLIGENTLY** IN SELECTING, PREPARING OR MAINTAINING THE HORSE(S), EQUIPMENT OR PREMISES, IN ASSISTING ME OR MY MINOR CHILDREN TO MOUNT OR DISMOUNT FROM THE HORSE, OR IN OTHERWISE SUPERVISING THE ACTIVITY: **BUT THAT I NEVERTHELESS INTENTIONALLY AGREE TO ASSUME THESE RISKS;**

LESSEE'S INITIALS _____

(3) THAT I HEREBY RELEASE AND FOREVER DISCHARGE SOMBRERO RANCH, ITS AGENTS, SERVANTS OR EMPLOYEES FROM ALL PRESENT AND FUTURE CLAIMS ARISING FROM PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THE USE OF THE HORSE OF SOMBRERO RANCH, **WHETHER OR NOT LOSS, DAMAGE OR INJURY RESULTED FROM THE NEGLIGENCE OF SOMBRERO RANCH**, ITS AGENTS, SERVANTS OR EMPLOYEES AND SOMBRERO RANCH'S FAILURE TO USE DUE CARE, EITHER IN ITS TRAINING METHODS OR IN ITS FURNISHING SAFE EQUIPMENT, AND I SHALL ASSUME ALL RISKS RELATED TO HORSEBACK RIDING;

(4) THAT I WAIVE MY RIGHT TO FILE AND PROMISE NOT TO FILE ANY LEGAL PROCEEDINGS AGAINST SOMBRERO RANCH, ITS AGENTS, SERVANTS OR EMPLOYEES, FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THIS ACTIVITY, **INCLUDING DAMAGE ARISING OUT OF NEGLIGENCE** BY SOMBRERO RANCH, ITS AGENTS, SERVANTS OR EMPLOYEES; AND I SHALL PAY ALL COSTS AND ATTORNEY'S FEES FROM ANY LEGAL PROCEEDINGS WHICH I MAY BRING CONTRARY TO THIS AGREEMENT AND WHICH IS RESOLVED IN FAVOR OF SOMBRERO RANCH, ITS AGENTS, SERVANTS OR EMPLOYEES.

(5) THAT I SIGN THIS RELEASE AGREEMENT FOR AND IN CONSIDERATION OF THE AGREED PRICE, AND I HEREBY REQUEST SOMBRERO RANCH, ITS AGENTS, SERVANTS OR EMPLOYEES, TO CHOOSE FOR ME OR FOR MY MINOR CHILDREN A HORSE FOR THE PURPOSE OF RIDING SAME, KNOWING THAT SOMBRERO RANCH, ITS AGENTS, SERVANTS OR EMPLOYEES ARE RELYING UPON THIS RELEASE AGREEMENT AND THE INFORMATION THAT I HAVE GIVEN TO THEM CONCERNING MY EXPERIENCE AND THAT OF MY MINOR CHILDREN WITH HORSES, INCLUDING THE POTENTIAL HAZARDS INVOLVED;

(6) THAT I WILL PAY THE CONTRACT RENTAL FEE FOR THE USE OF THE HORSE(S) OR EQUIPMENT FURNISHED TO ME BY SOMBRERO RANCH; AND THAT I WILL PAY ANY CHARGES WHICH MAY BE ASSESSED AGAINST ME FOR OVER-RIDING, ABUSING OR WILLFULLY MISTREATING THE HORSE(S) RENTED TO ME, AS WELL AS THE FULL COST OF REPAIRING OR REPLACING HORSES OR EQUIPMENT DAMAGED OR LOST BY ME.

(7) **THAT I HAVE READ THE FOREGOING RELEASE, AND BEING OF SOUND MIND AND AN ADULT, SIGN IT FREELY WITH FULL KNOWLEDGE OF ITS MEANING AND CONTENT.**

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 WITNESS WHEREOF, I warrant that I am an experienced horseman and shall require each person in my hunting party to sign this agreement and bind myself, my heirs, and assigns this _____ day of _____, 20_____.

Signed by Lessee: _____

Accepted for Sombrero Ranch: _____

I/We, the undersigned, in consideration of riding and using the horses and equipment subject to the **Horse Rental Contract and Release** between SOMBRERO RANCHES, INC., and _____ (Lessee), dated _____, hereby affirm that I/we have read and agreed to the terms of that **Horse Rental Contract and Release** and hereby assume the risks of hunting horse rentals and release SOMBRERO RANCHES, INC. from liability, including negligence. **ALL THOSE IN YOUR HUNTING PARTY MUST SIGN BELOW.**

SIGNATURE

DATE

