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Office Use: SRI # _____

CAMP: _____

Is This Day Rental: Yes _____ No _____

Is This Elk Pack Service: Yes _____ No _____

See our Website: www.sombrerohorses.com

HUNTING HORSE RENTAL CONTRACT AND RELEASE (Rental Agreement)

I, _____ (Renter), agree to rent _____ horse(s), from **Sombrero Ranches, Inc.** ("Sombrero"),
(PLEASE PRINT NAME)

911 Kimbark Street, Longmont, CO 80501. I agree to assume full responsibility for the care and keeping of the rental horse(s) and will return them in same, or better, state of health than when I received them. Animals that are well fed, rested, and not sore perform better and will help to make your hunting experience positive.

Security Deposit and Rental Fees: Current rental fees may be found at <https://www.sombrerohorses.com/trips/hunting/>. Rental fees are based on number of horse(s) rented and duration of rental. Rental fees include **only one drop off and pick up** per contract. These fees may change in the future and apply only to this Agreement.

1. The security deposit is Three Hundred Dollars (\$300.00) for up to three horse(s) rented and \$100 for each additional horse, payable in advance. **SECURITY DEPOSIT IS SEPARATE** from the rental fee but may be paid with the same check.
2. Security deposits will be returned by check at close of the rifle hunting seasons from the Longmont office (near the end of December), provided the following conditions are met:
 - a. I pick up the horse(s) or I am at the delivery location as specified in this contract.
 - b. I will stay with the horse(s) until they are picked up by Sombrero
 - c. I return the horse(s) and equipment in satisfactory condition, as determined by Sombrero.
4. **Rental fee is to be paid in advance to the Longmont CO office prior to delivery.**
DEADLINES FOR RENTALS: October 1st for the first two elk and deer rifle seasons; October 20th for the third and fourth rifle seasons.
5. Horses may not be loaned or subleased to others during your contract time.
6. Multi-season rentals are **only available to outfitters**. Please send a copy of your outfitters license with contract.
7. Absolutely no horse(s) will be reserved for 1st season unless deposit & rental fees are paid in full by October 1st.
8. Cancellations less than 15 days prior to delivery will result in forfeiture of your deposit.

Horse care: YOU ARE RESPONSIBLE FOR THE HUMANE CARE AND KEEPING OF YOUR RENTED HORSES.

1. Horse(s) **MUST be watered** at least three times per day whether used or not, and more often if used.
2. Horse(s) must be unsaddled and unbridled **every** night.
3. Do **NOT** ride or lead horse(s) across cattle guards.
4. Do **NOT** pack antlers on any horse, to avoid injury to horse or property.
5. Should horse(s) develop saddle sores, cinch sores, or rope burns: do not use until area is healed, injuries will result in fines. Refer to "Replacement Costs" below.
6. Do **NOT** pack and ride the horse at the same time. You will be fined if you ride and pack a horse at the same time.
7. Do not pack more than 200 lbs. on horse(s), You may not pack an entire elk on one horse.
8. Do not ride horse(s) double (2 people, or more), only one (1) rider per horse, and do not run horse(s) up hill.
9. Maintain proper shoes on horse(s). Call camp location for shoeing issues.
10. Renter must be prepared to contain and tie horse(s) safely and correctly; a good resource to use for information is <http://www.highcountrysupply.com/Resource-HighLine.html>

YOU ARE RESPONSIBLE FOR KNOWING BACK COUNTRY GUIDELINES FOR HORSE CAMPING.

For more information: www.fs.fed.us/t-d/pubs/htmlpubs/htm93232839/; www.outfitterssupply.com/pdf/BCHA_handbook.pdf

Feed and Water: Renter will supply appropriate feed and water for horse(s). Sombrero requires the following feed program:

1. 25lbs of good quality hay, per horse, each day. Certified weed free hay is required for national forests. Processed bagged feed only in Flat tops wilderness areas. For more information: www.colorado.gov/pacific/agconservation/weedfreeforage/; www.sombrerohorses.com
2. 3 lbs of grain, per horse, morning and night. Recommended 12% protein, sweet feed.
3. **Caution** should be used when feeding hay cubes or hay pellets. To prevent choking hazard for horse(s), pellets and cubes must be rehydrated in water for at least four hours before feeding. Feed amounts pursuant to bag instructions.
4. I understand that I need to water my horse(s) at least three times per day.

Date: _____

(X)

Signature of Renter

Horse(s) Health: Sombrero makes every effort possible to ensure delivery of healthy horse(s) but makes no guarantees to the possibility of herd health risks associated with our horse(s). It is agreed by the Renter that Sombrero 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 Renter understands the risk involved with horse health and agrees to accept those risks.

Replacement Costs: Horse(s): In the event that the horse(s) are returned INJURED OR DAMAGED with bad wither sores, kidney sores, cinch sores, rope burns or in other poor physical health, Renter shall pay Sombrero the sum of Six Hundred Dollars (\$600.00) for each injured horse(s). For each dead, missing horse(s), or horse(s) on which euthanasia must be used, Renter shall immediately pay the sum of Four Thousand Dollars (\$4,000.00). Sombrero's agent will be the sole judge in this matter. Equipment: Any equipment that is furnished with the horse(s) must be inspected and approved by the Renter at time of rental. If equipment is damaged or lost during rental, Renter will replace with equipment of like value, or shall pay replacement costs at the following rate: saddle \$800.00; bridle \$50.00; halter \$35.00; saddle blankets (2) \$50.00 each. **Do not cut or remove any straps, ropes or strings on equipment. Renter will be charged to replace any straps, ropes or strings on equipment that have been removed, lost, or CUT.**

IF YOU NEED TO CONTACT US DURING THE HUNTING SEASON Call your horse camp location indicated on page 1.

Craig (970) 824-3468 Longmont (303) 442-0258 Meeker (970) 878-4382 Seely and Morapos: (970)-824-3468
Steamboat (970) 879-2306 Sweetwater (970) 524-9742 Williams Fork: (970) 276-2048

In the event of an emergency (fire, flood, health issues, etc.) renter will contact camp location to make arrangements for horse(s) to be picked up at the drop-off location. Under NO circumstances shall Renter leave horse(s) unattended assuming Sombrero will pick them up.

ALL OR PART OF THIS OPERATION IS CONDUCTED ON PUBLIC LANDS UNDER SPECIAL PERMIT FROM THE U.S. BUREAU OF LAND MANAGEMENT. SOMBRERO IS PERMITTED ON THE ROUTT AND WHITE RIVER NATIONAL FORESTS. SOMBRERO RANCHES, INC., IS LICENSED (#0000217), BONDED AND INSURED.
WE ARE AN EQUAL OPPORTUNITY PROVIDER AND EQUAL OPPORTUNITY EMPLOYER.

RELEASE OF LIABILITY:

I agree to be responsible for the safety and supervision of any person(s) riding or using said horse(s), acting in the capacity of agent for such person(s), during the term of this Rental Agreement, and Sombrero shall not be held liable for any claims of any kind which may be brought by any person arising out of my use or rental of the horse(s). I agree that I shall hold Sombrero harmless for any injuries or property damage to myself or any third party, and I will defend and indemnify Sombrero against any such claims. I agree to adhere to the provisions of Colorado Revised Statute 13-21-119 regarding liability risk inherent to equine activities

RIDER'S AGREEMENT TO ASSUME THE RISKS OF HUNTING HORSE(S) 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(S) OF SOMBRERO (HEREINAFTER CALLED SOMBRERO), HEREBY AGREES TO HIRE THE HORSE(S) FOR THE ABOVE STATED ACTIVITY AND FURTHER AGREES AS FOLLOWS:

- (1) THAT SOMBRERO, ITS AGENTS, SERVANTS OR EMPLOYEES, HAVE EXPLAINED TO ME THAT SOMBRERO'S DUTY TO THE PUBLIC REQUIRES THEM TO DESCRIBE THE NATURE OF THIS SERVICE PERFORMED HERE IN PROVIDING A HORSE(S) 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(S) AND FROM OBSERVING OR PARTICIPATING IN THIS ACTIVITY, INCLUDING THE RISK THAT SOMBRERO 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(S), OR IN OTHERWISE SUPERVISING THE ACTIVITY: **BUT THAT I NEVERTHELESS INTENTIONALLY AGREE TO ASSUME THESE RISKS;**
- (3) THAT I HEREBY RELEASE AND FOREVER DISCHARGE SOMBRERO, 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(S) OF SOMBRERO, **WHETHER OR NOT LOSS, DAMAGE OR INJURY RESULTED FROM THE NEGLIGENCE OF SOMBRERO, ITS AGENTS, SERVANTS OR EMPLOYEES AND SOMBRERO'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, 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, 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, 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, ITS AGENTS, SERVANTS OR EMPLOYEES, TO CHOOSE FOR ME OR FOR MY MINOR CHILDREN A HORSE(S) FOR THE PURPOSE OF RIDING SAME, KNOWING THAT SOMBRERO, 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 HORSE(S), INCLUDING THE POTENTIAL HAZARDS INVOLVED;

Renter Initials _____(X)

(6) THAT I WILL PAY THE CONTRACT RENTAL FEE FOR THE USE OF THE HORSE(S) OR EQUIPMENT FURNISHED TO ME BY SOMBRERO; 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 HORSE(S) 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.

Assumption of Risk: Participation in any type of equine (horse) activity has certain inherent risks and regardless of the precautions taken, it is impossible to ensure the safety of the participant. Horses are strong and unpredictable animals, and weigh on average 1,000 to 1,200 lbs. A fall from a horse can be a minimum of 5 feet down to the ground. Horses have a tendency to have unpredictable reactions to sounds, sudden movements and unfamiliar objects. Some of the injuries that can occur include, but are not limited to, injuries to the neck, shoulders, back, facial, and other bodily parts, bruises, strains, pulled muscles, ruptured disks, broken bones, lacerations and personal property damage or loss due to falls, actions of other participants, malfunction of any equipment used in saddling and/or horse containment, as well as the possibility of paralysis and death.

OTHER LEGAL TERMS

- 1. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors, assigns and representatives.
- 2. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- 3. **Not Assignable.** Neither party may assign this Agreement without the written consent of the other party.
- 4. **Waiver.** Failure to invoke any right in this Agreement by either party shall not be deemed a waiver of any such right.
- 5. **Disputes.** a. If you have a dispute with us, you must promptly notify us of the dispute in writing and provide sufficient documentation to allow us to intelligently evaluate your claim. b. If we are unable to resolve the dispute, you agree to participate in non-binding mediation, with each party to pay one-half the mediation costs. The mediation will take place in Boulder, Colorado, and the mediator will be Steve Clymer of Accord Dispute Resolution. If he cannot serve for any reason, Mark Cohen, J.D., LL.M., shall appoint the mediator, and his decision shall be final. Both parties release Mr. Cohen from any liability for appointing a mediator. You may not file any action against us until you have provided the required information and participated in mediation.
- 6. **Litigation / Venue / Attorney's Fees / Waiver of Jury.** The exclusive venue for any legal action arising out of this Agreement shall be in the County or District Court in Boulder, Colorado. You waive any right you may have to invoke diversity jurisdiction to remove any such action to federal court. In any legal action arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees, expenses, and court costs. The parties waive trial by jury and agree that the exclusive venue for any such action shall be only in the County or District Court of Boulder County, Colorado.
- 7. **Governing Law.** Colorado law governs this Agreement.
- 8. **Invalidity.** If a court finds any provision of this Agreement unenforceable, it shall modify the provision for Sombrero's benefit to the maximum extent the law allows.
- 9. **Reading; Review of Counsel.** The parties represent that they have carefully read every provision of this Agreement. The parties further represent that each has had the opportunity to have qualified counsel review this Agreement.
- 10. **Voluntary Agreement.** The parties represent that each party enters into this Agreement of their own free will, free of any coercion or duress.
- 11. **Severability.** If a court invalidates any provision of this Agreement, the remaining provisions shall remain in full force and effect.
- 12. **Construction.** Both parties had an opportunity to have counsel review this Agreement. Therefore, the fact that XYZ's lawyer drafted the Agreement shall not be considered in construing any ambiguity that a Court finds in this document.
- 13. **Entire Agreement; Modification.** This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the transaction at issue. The parties agree that all prior communications are merged into this Agreement, and that there are no terms or conditions other than those set forth herein. No statement or promise of Sombrero or its agents shall be binding unless reduced to writing and signed by an authorized officer of Sombrero. No modifications of this Agreement shall be binding unless they are in writing and signed by the parties.

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 assign this _____ day of _____, 20_____.

Signed by Renter: _____ (X)

Accepted for Sombrero: _____

I/We, the undersigned, in consideration of riding and using the horse(s) and equipment subject to the **Horse Rental Contract and Release** between SOMBRERO, and _____ (Renter), dated _____, hereby affirm that I/we have read (X) and agreed to the terms of that **Horse Rental Contract and Release** and hereby assume the risks of hunting horse(s) rentals and release SOMBRERO from liability, including negligence.

ALL THOSE IN YOUR HUNTING PARTY MUST SIGN BELOW

SIGNATURE	DATE	SIGNATURE	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Office Use: SRI #: _____
CAMP: _____

Contract Information: Print Legibly

Name _____
Address: _____
City, State and Zip Code: _____
Phone Number (____) _____
Cell Number (____) _____
PRINT Email address: _____

I will be hunting (circle one) Archery, Muzzleloader,
1st Rifle, 2nd Rifle, 3rd Rifle, 4th Rifle,
All/multiple seasons (must provide outfitters license),

Hunter Information:

Age and experience level of ALL hunters in your party:

Age	Wt.	Ht.	Experience 1-5 (1=Novice)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PAYMENT INFORMATION:

(see www.sombrerohorses.com/hunting-horse/ for pricing)

Deposit: (Separate from rental fee below) \$ _____ (A)
1, 2 or 3 head \$300, additional \$100/head after 3 horses
Deposit returned Mid December

Rental Fee:

_____ # horses at \$ _____ Per Horse \$ _____ (B)

Misc. Fees:

Do you need to purchase certified weed free feed? Call for pricing
Grain 40lb. bags # _____ bags \$ _____
Hay small bales # _____ bales \$ _____
Mileage Charge \$ _____
(For Delivery over 50 miles, call for pricing)

Total Misc. Fees :

\$ _____ (C)

GRAND TOTAL DUE PRIOR TO RENTAL \$ _____

(A+B+C)

Payment by check, cash, money order or credit card +3% booking fee on CC

Vehicle Information: Vehicle Make: _____

Year _____ Color: _____

License Plate Number and State: _____

Delivery Information:

Cancellations less than 15 days prior to delivery dates forfeit deposit.

I WANT HORSES DELIVERED ON (DATE) ____/____/____ AT _____ AM/PM (NO DELIVERY PRIOR TO 11 AM)

DELIVER TO: _____

SEND A MAP OR GIVE DETAILED INFORMATION. PLEASE NOTE NO DELIVERIES BEFORE 11 AM

Colorado outfitters are only permitted to deliver in specific public lands, we will advise you of our ability to deliver to your requested area.

I agree to be at this location at time indicated and understand that due to unpredictable weather/circumstances delivery of horses can be up to 12 hours from specified time. 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 HORSES PICKED UP ON ____/____/____ (DATE) AT SAME DELIVERY LOCATION AT _____ AM/PM

Renter **MUST** stay with horses until picked up by Sombrero – see possible wait time above!

Page 4 of 4 Renter's Initials _____ (X)

I, RENTOR have inspected and approve the condition/safety of gear provided _____ INITIAL (upon delivery) (X)

I, RENTOR am familiar and understand forest service regulations for backcountry guidelines and emergency procedures. _____ INITIAL (upon delivery) (X)

*******FOR SOMBRERO USE ONLY*******

Delivery Driver Name: _____ Date/Time delivered _____

Horse Numbers: _____

Pickup Driver Name: _____ Date/Time delivered _____

Return refund? YES _____ NO _____ Provide Details: _____