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PLEASE READ BEFORE SIGNING

**HORSE RENTAL CONTRACT AND RELEASE**  
**(Lease Agreement)**

I, \_\_\_\_\_ (Lessee), agree to rent from Arkansas Valley Trail Rides  
( Please Print Name )  
14582 County Road 162, Buena Vista, Colorado, 81236, Number of 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. Arkansas Valley Trail Ride 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 Arkansas Valley Trail Rides 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 (\$1200.00) to Fifteen Hundred Dollars (\$1500.00).

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 \$650.00; bridle \$30.00; reins \$25.00; halter \$15.00; saddle blankets(2) \$40.00 each. Arkansas Valley Trail Rides may repair or have 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 Arkansas Valley Trial Rides 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.

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

1. Minimum feed per day per horse:
  - A. 25lbs 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. I gallon of grain morning and night 9(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 pack over 200 pounds per horse.
5. Do NOT run horses up hills.
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 Arkansas Valley Trail Rides Injured or Damaged Horse, Horse Health, Death of Horse, and Care of Horse 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 1<sup>st</sup> Rifle 2<sup>nd</sup> Rifle 3<sup>rd</sup> Rifle 4<sup>th</sup> Rifle All Seasons

**Vehicle Information:**

**Deposit:** (Separate from rental fee below)

Make: \_\_\_\_\_

Deposit (\$150.00 per head \$ \_\_\_\_\_

Year: \_\_\_\_\_

Amount Paid \$ \_\_\_\_\_

Color: \_\_\_\_\_

Rental Fee: # of horses \_\_\_\_\_ at \$ \_\_\_\_\_

Car License # \_\_\_\_\_

Total Rental Fee \$ \_\_\_\_\_

State: \_\_\_\_\_

Feed/millage/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 \$ \_\_\_\_\_

1<sup>st</sup> Season Horses Reserved Only When Paid in Full by 10/08

Age	WT	HT	EXP	AGE	WT	HT	EXP
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**Remit to:**  
**Arkansas Valley Trail Rides**  
**P. O. BOX 733**  
**Salida, Colorado 81201**

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-horses trailer.

**I want the Horses delivered to** the following location-give detailed information or furnish a map. (No deliveries before 11:00a.m.; if delivery before 11:00a.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 tome indicated. I understand due to unpredictable weather conditions, ect, 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 Arkansas Valley Trail Ride Use Only:** Deposit to be Refunded YES \_\_\_\_\_ NO \_\_\_\_\_

Horse Name: \_\_\_\_\_

Driver \_\_\_\_\_ Date and Time Delivered \_\_\_\_\_

Driver: \_\_\_\_\_ Date and Time Picked UP \_\_\_\_\_

I agree to be responsible for the safety and supervision for any person(s) riding or using said horses, acting in the capacity of agent for each person(s) during the term of this Lease Agreement, and Arkansas Valley Trail Rides, 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 Arkansas Valley Trail Rides harmless and shall indemnify Arkansas Valley Trail Rides against such claims, if any. Arkansas Valley Trail Rides 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 One Hundred Fifty Dollars (\$150.00) shall be deposited for each horse.
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 our 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 Arkansas Valley Trail Rides.
  - 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 Arkansas Valley Trail Rides from liability, including negligence.

**4. Rental fee is to be paid in advance of delivery, due in the office by October 1<sup>st</sup> for the first two elk and deer seasons; October 20<sup>th</sup> for the third and fourth seasons.**

5. Absolutely no horses will be reserved for 1<sup>st</sup> season unless deposit & rental fees are paid in full by October 1<sup>st</sup>.

6. I WILL REMAIN WITH THE HORSES UNTIL ARKANSAS VALLEY TRAIL RIDES PICKS THEM UP REGARDLESS OF TIME; IF I AM NOT PRESENT I WILL SURRENDER MY DEPOSIT.

**NOTE:** Forest Service regulations require Arkansas Valley Trail Rides to have a permit to deliver horses in the National Forest. We will advise you of our ability to deliver to your site.

**RIDER'S AGREEMENT TO ASSUME THE RISKS OF HUNTING HORSE RENTALS  
AND RELEASE ARKANSAS VALLEY TRAIL RIDES 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 Arkansas Valley Trail Rides hereby agrees to hire the horse for the above stated activity and further agrees as follows:

1. That Arkansas Valley Trail Rides, its agents, servants or employees, have explained to me that Arkansas Valley Trail Rides 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 horses and from observing or participating in this activity, including the risk that Arkansas Valley Trail Rides 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 Arkansas Valley Trail Rides, 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 Arkansas Valley Trail Rides, **whether or not loss, damage or injury resulted from the negligence of Arkansas Valley Trail Rides** its agents, servants or employees and Arkansas Valley Trail Rides 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 Arkansas Valley Trail Rides, 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 Arkansas Valley Trail Rides, 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 Arkansas Valley Trail Rides, its agents, servants and employees.

(5) That I sign this release agreement for and in consideration of the agreed price, and I hereby request Arkansas Valley Trail Rides, its agents, servants and employees to choose for me or for my minor children a horse for the purpose riding same, knowing that Arkansas Valley Trail Rides, 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 Arkansas Valley Trail Rides; 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 Arkansas Valley Trail Rides \_\_\_\_\_

I/We, the undersigned, in consideration of riding and using the horses and equipment subject to the **Horse Rental Contract and Release** between Arkansas Valley Trail Rides 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 Arkansas Valley Trail Rides from liability, including negligence. **All those in your hunting party must sign below.**

**SIGNATURE**

**DATE**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

—

Five of Five

- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

**Rental Prices**

<b>1-2 horses with or without tack</b>	<b>\$450.00 per horse per season</b>
<b>3 or more horses with or without tack</b>	<b>\$425.00 per horse per season</b>
<b>1-9 horses for multiple rifle seasons</b>	<b>\$575.00 per horse</b>
<b>10 or more horses for multiple rifle seasons</b>	<b>\$550.00 per horse</b>
<b>Horses for Archery/Muzzleloading + rifle season</b>	<b>\$625.00 per horse</b>