

## SAGE OUTDOOR ADVENTURES

### **ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

**1. Definitions.** The person who is participating in the Activity as defined below shall be referred to hereinafter as "Participant". "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean Sage Outdoor Adventures, Bangert Enterprises, Bangert Holdings, LLC, Piney Valley Ranch, Upper Horn LLC, Milk Creek LLC, White Tree LLC and any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in or participating in any activity offered by Released Parties or their affiliates, including but not limited to: horseback riding; snowmobiling; riding ATVs/UTVs; shooting; fishing; boating; rafting; renting and using equipment; traveling to and from Activity site(s); and activities on or the use of facilities of Released Parties.

**2. Risks of Activity.** Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH TO THE PARTICIPANT AND OTHERS. Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of medical attention or equipment, defective equipment, misuse of equipment, choice of course, negligence or poor decisions of guides or other participants, changing conditions, changing weather conditions, Participant's poor health or physical condition, known or latent health conditions, including cardiac conditions; mental distress or panic from exposure to any one of the above, and misunderstanding or underestimation of risks and abilities.

In addition, risks specific to horseback riding include: falling from trail, being thrown by a horse, kicked or bitten by a horse, horse being frightened by people or other animals and acting unpredictably, dust inhalation and eye injury. **Warning:** under Colorado law, an equine professional is additionally 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 13-121-119, C.R.S. In addition, risks specific to snowmobiling include: acceleration, throttling and braking errors, collisions with natural or manmade obstacles or other snowmobilers, dangerous snow conditions, cornices, and ejection from snowmobile. In addition, risks specific to ATVs/UTVs include: acceleration, throttling and braking errors, collisions with natural or manmade obstacles or other ATVs/UTVs, dangerous land conditions, ejection from vehicle, vehicle rollover, dust inhalation and eye injury. In addition, risks specific to shooting include: being shot, kickback, injury from gun operation or mechanism, and clay targets. In addition, risks specific to fishing include: slipping and falling on riverbed or riverbank access, drowning, drowning in waders which can fill with water if falling into water, hypothermia and cardiac reaction to cold water, and injury from hooks and equipment. In addition, risks specific to boating and rafting include: drowning, cardiac arrest, being thrown from boat or raft, boat or raft capsizing, being entrapped in rocks causing drowning, difficulty in rescue and injuries caused by poor decisions or mistakes made by others.

UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND INCLUDE OTHER RISKS WHICH CAN RESULT IN INJURY OR DEATH.

**3. Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to, claims of negligence, negligence *per se*, negligent misrepresentation, other tort claims, premises liability, breach of warranty, breach of fiduciary duty, statutory violations, breach of contract and wrongful death.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, costs, property loss, medical bills, loss of income, expenses, attorney's fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of or related to Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) **Assumption of Risk.** Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned acknowledge that participation in the Activity is voluntary and that the Undersigned can choose not to participate in the Activity. Undersigned also acknowledge that Participant is physically and mentally capable of participating in the Activity, yet there is a possibility that Undersigned may underestimate his/her own abilities, and may have physical or mental conditions that may increase chances of injury or death. By signing this document, Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT KNOWN, DESCRIBED ABOVE, INHERENT, OR OTHERWISE.**

**4. Equipment Use and Damage.** Rented equipment is rented as is and with no warranties, express or implied. Undersigned accept full responsibility for the care of the rented equipment during the rental period. Undersigned agree to pay for any lost rental income for the period of time the rented equipment is out of service due to damage for which Undersigned is responsible. Undersigned agree to pay for any costs incurred in late return of rented equipment which are left on trail for non-mechanical reasons. Undersigned agree to pay costs, including reasonable attorney's fees, incurred by Released Parties to collect any sums due or to enforce any terms of this Agreement. Undersigned agrees to pay interest of 18% annum on all sums owed to Released Parties. Undersigned agree that Released Parties are authorized to charged Undersigned's credit card for any sums owed.

**5. Minor Acknowledgment.** In the case of a minor Participant, Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents he/she is at least 18 years old. If signing as the parent or guardian of a minor Participant, signing adults represent that they are the minor's legal parent or guardian.

**5. Medical Care.** Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed and it is possible to call for medical care for Participant or transport Participant to a medical facility or hospital. Undersigned agree to pay all costs associated with such medical care and related transportation. Undersigned acknowledge

**6. Miscellaneous.** Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Eagle County, Colorado; (c) THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR CONTRACTS, ARRANGEMENTS, COMMUNICATIONS, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF INCLUDING BUT NOT LIMITED TO ANY OTHER REPRESENTATIONS ABOUT THE ACTIVITY ITSELF OR SAFETY OF THE ACTIVITY; (d) Undersigned is voluntarily and fairly entering into this Agreement. Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned and/or Participant.

**I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

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Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

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Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Emergency Contact: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
NAME/RELATION