

AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY

Please read this contract carefully. It releases Rainbow Trout Ranch, Inc., from liability and waives certain rights.

In consideration of being permitted to participate in the guest ranch experience facilitated by Rainbow Trout Ranch, Inc. ("Rainbow Trout"), I, the Participant (or, if the Participant is under the age of 18, I on the Participant's behalf), understand, acknowledge, and contractually agree as set forth below (the "Agreement"):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in the guest ranch experience facilitated by Rainbow Trout, which experience may entail various activities including lodging, horseback riding, fishing, swimming, archery, shooting/marksmanship, hayrides, hiking, games, and transport by Rainbow Trout to and from these activities (hereinafter the "Activity") can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by Rainbow Trout, the presence of which are integral to the recreational nature of the Activity. The following list of dangers and risks that could cause physical or emotional injury or death is not exhaustive, and I understand that there are many other dangers or risks associated with the Activity not listed below: 1) Risks associated with horseback riding, hiking, and team penning, including: errors in guide or wrangler judgment or lapse in guide or wrangler skill; failure or malfunction of equipment or tack, including slipping saddles; falling off horseback; being thrown from, bucked off, kicked by, stepped on, or bitten by horses or bovine animals; being caught in tack or ropes and dragged by a horse or bovine; allergic reactions to horses or bovine; other injurious contact with equine or bovine animals; all risks generally associated with the wild nature of equine and bovine animals, including unexpected spooking and other behavior; rough trail; unmarked obstacles; collisions with natural and man-made objects; slipping, tripping, or falling; and all manner of injuries including brain injury, spinal injury, paralysis, bone breaks, fractures, punctures, strains, sprains, lacerations, and internal injury. 2) Risks associated with firearms or archery, including: being shot with firearm ammunition; being shot with an arrow; injuries associated with discharging a firearm or shooting a bow; poor marksmanship by co-participants; hearing loss; and being struck by or injurious contact with trap-shooting apparatus or clay pigeons; failure of any firearm or archery equipment. 3) Risks associated with fishing, swimming, and being around or in water, including: falling into water; water immersion; drowning; jumping, diving, falls, or being thrown into unfamiliar water with submerged hazards; and injurious contact with natural and manmade submerged objects; injurious contact with your own fishing equipment or that of other participants. 4) Risks associated with transport in a haywagon or motor vehicle, including: all commonly understood risks of riding in a vehicle; being struck or other injurious contact with vehicles; injurious contact with equipment being unloaded from vehicles; risks associated with riding in a vehicle in remote terrain on backcountry or four-wheel-drive roads; falling off of or under a haywagon; and lapse in driver judgment or skill. 5) Risks associated with being on an outdoors trip with other participants and relying upon guides or wranglers, including: mentally or physically unstable or criminal trip participants; negligence, intentional misconduct, or malice by other participants; dangerous actions taken by other participants as a result of consumption of alcoholic beverages or drugs; and errors in guide or wrangler judgment or lapse in guide or wrangler skill. 6) Risks generally associated with extracurricular activities and exposure to the elements on a guest ranch, including: flying man-made objects such as balls, frisbees, gear, horseshoes, or equipment; falling trees or other objects; exposure to extreme and inclement weather; moving objects associated with extreme weather and wind; temperature fluctuations; extreme or partial darkness; wind; hail; storms and lightning; landslides; rock-fall; mudslides; water crossings; flash flood; low light or darkness; wildfire; uncontrolled camp or kitchen fire; kitchen- or cooking-related dangers; choking; food-borne bacteria or virus; water-borne bacteria or virus; burns, frostbite and hypothermia; mental or physical shock; burns or burning associated with campfires, hot surfaces, and sun exposure; sickness or disease, exposure to airborne pathogens and viruses, including but not limited to contraction of Covid-19; heatstroke, dehydration, hyponatremia, altitude sickness, and asphyxiation; insect bites; bee stings; snake bites; allergic reaction to insects or plants such as poison ivy; allergen exposure; exposure to or attack by wildlife; overexertion; fatigue; dizziness or disorientation; diminished reaction time; getting lost; errors in guide judgment or lapse in guide skill; inadequate or incorrect medical care; lack of readily accessible medical resources or care; poorly executed or failed rescue attempts; failure or lack of communication equipment or cell phone service; dangerous contact with rescue vehicles or aircraft; failure or lack of communication equipment; and inadequate or malfunctioning equipment. I understand that Rainbow Trout has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and I freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1, above, that may result in physical or emotional injury, property damage, or death.

3. Participant's Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with Rainbow Trout the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I understand that I am responsible for truthfully disclosing and notifying Rainbow Trout of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis or other adverse physical reactions. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I am not relying on any prior oral, written, or visual representations made by Rainbow Trout, including in any website or promotional materials, to induce me to go on any adventure activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

4. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for Rainbow Trout's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE** Rainbow Trout, its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty, but not for intentional, knowing, or reckless conduct.

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, undersigned will be required to pay back to any and all Released Party all sums of money incurred by, or paid by or on behalf of, any Released Party on account of the bringing of such suit or claim, including all attorney's fees and costs.

6. Medical Authorization, Release, and Indemnification: I hereby 1) authorize Rainbow Trout to undertake any emergency medical care for Participant; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant; 4) agree to pay all costs associated with the medical care and related transportation provided for the Participant; and 5) shall indemnify and hold harmless (as set forth in paragraph 5, above) any Released Party from any and all liability and/or claims associated with such medical care and/or related transportation.

7. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my own behalf, but that I am signing on behalf of the minor, and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and I sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

9. Agreement to Application of Colorado Law and Selection of Forum: I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by Colorado law, and that the exclusive jurisdiction for any claim shall be in the Conejos County, Colorado District Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis. I agree that Rainbow Trout is not a common carrier.

10. Miscellaneous Provisions: I agree that Rainbow Trout may utilize my photograph or video of me participating in the Activity for any purpose, and that any such image is the property of Rainbow Trout. If any sentence, clause, paragraph, or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment upon this Agreement is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by Rainbow Trout during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that Rainbow Trout is not in a joint venture with any such vendor or subcontractor.

UNDER COLORADO LAW AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119 OF THE COLORADO REVISED STATUTES.

I HAVE CAREFULLY READ THE FOREGOING TWO-PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY OTHERWISE HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.

Signature

Printed Full Name

Date

If signing on behalf of a minor, printed full name of minor Participant: _____