

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration of the provision of facilities and services of TOP OF THE PINES, INC. ("TOP"),

I, _____,
[PRINT NAME]

hereby **RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS** TOP its members, agents, partners, officers, owners, directors, employees, attorneys, successors, assigns, volunteers, any government agency upon whose property an activity is conducted including without limitation Ouray County, Colorado and any board or sub-agency thereof, and all other persons or entities acting in any capacity on any of the foregoing parties' behalf (collectively, "Released Parties" or singularly, "Released Party") from and against any and all claims, demands, causes of action and damages, including, but not limited to, court costs, judgments and attorneys' fees, resulting from any loss, damage, accident, personal injury (including death), incident or occurrence arising out of, incidental to or in any way resulting from the use of TOP facilities or equipment or my participation in any activity at a TOP facility, **WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE** of a Released Party.

Also, I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against a Released Party by reason of a Released Party's active or passive negligent conduct or by reason of conditions of TOP property or equipment, whether natural or man-made and whether the condition is caused by a Released Party's **ACTIVE OR PASSIVE NEGLIGENCE**, or activities occurring thereon.

In making this agreement, I acknowledge that I am fully aware of the fact that TOP facilities include rural and undeveloped Property and that dangerous conditions, risks and hazards may exist which are or are not readily apparent, including but not limited to **general condition of the land, both on and off roadways or trails, rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic; water; risk of altitude and cold; my physical condition; and injury or illness in remote areas without means of rapid evacuation or medical care, supplies or facilities**. I **ASSUME THE RISK** of any accidents and **ACCEPT FULL RESPONSIBILITY** for any and all damage and/or injury (including death) that may result from my participation in activities occurring at any TOP location or on any TOP Property. I acknowledge and understand that TOP makes no warranties, either express or implied, as to the condition and/or safety of Property and the improvements located thereon or equipment used in connection with services. I agree that TOP shall have **NO LIABILITY** regarding the adequacy of medical care and supplies that may be provided. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in these activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by such condition.

I further agree that my permission to participate in TOP activities and/or to enter TOP Property is limited to me exclusively and that permission may be revoked by TOP at any time for any reason. Any person accompanying me must also sign a Release of Liability, Assumption of Risk and Indemnification Agreement (a "Release"). A minor must have a parent or guardian execute a Release and have such parent or guardian execute the Release on behalf of the minor. If the undersigned is signing this agreement for a person who is under the age of eighteen years of age, then he or she is doing so as a representative of said minor, either as a parent, guardian, legal representative, physical custodian or responsible person, as provided in Colorado Revised Statutes, Section 13-22-107.

I further agree and acknowledge that the term "Property" includes private property, whether or not owned by TOP, and public lands, and this agreement releases all owners, managers, representatives, and agents of public and private properties of any liabilities and/or damages.

I acknowledge that TOP RESERVES THE RIGHT TO TERMINATE MY ACCESS to Property upon which TOP activities are undertaken without cause or without notice.

I agree that at all times while on TOP Property and/or engaging in TOP activities I will abide by all TOP rules and regulations. I acknowledge that if I fail to abide by all TOP rules and regulations than I may be removed from TOP Property.

Nothing stated herein is intended or shall be interpreted as affecting any legal immunity that TOP and/or Ouray County, Colorado may enjoy under any applicable law, custom or policy. TOP reserves its right to avail itself, its officers, and its agents and representatives of all applicable immunities provided by law.

This agreement shall be **GOVERNED BY COLORADO LAW** without reference to any choice of law rules and **EXCLUSIVE JURISDICTION AND VENUE** shall be in the **District Court in and for the County of Ouray, State of Colorado**. Nothing in this agreement shall be construed to constitute a waiver of any protection afforded the Released Parties under the Colorado Recreational Users Statute, Colorado Revised Statutes, 33-41-102, et seq or any other Colorado law.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

If any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

Dated this ____ day of _____, 20____.

THIS IS A RELEASE OF LIABILITY

Signature: _____

Name: _____

Address: _____

Phone: _____



TO BE SIGNED BY ADULTS FOR MINORS:

**PARENTAL, GUARDIAN AND SUPERVISORY RESPONSIBILITY FOR MINOR AND
INDEMNIFICATION FOR INJURIES OR DEATHS**

In consideration for allowing _____
PRINTED NAME OF MINOR(S)

to enter onto Top of the Pines, Inc. (TOP) Property and participate in TOP activities, as the parent, guardian or person with supervisory authority for the above-named minors, I agree to keep close supervision of the minor(s) at all times. I further agree to indemnify each of the Released Parties for all claims stemming from the injury and/or death of a minor or minors **EVEN IF ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY**. Further, as parent, guardian or responsible person for the above-named minor(s), on behalf of said minor(s), I hereby release the Released Parties from and against any and all claims, demands, causes of action and damages, including, but not limited to, court costs, judgments and attorneys' fees, resulting from any loss, damage, accident, personal injury (including death), incident or occurrence arising out of, incidental to or in any way resulting from said minors' presence on TOP Property and/or participation in TOP activities, **WHETHER OR NOT CAUSED BY THE NEGLIGENCE** of a Released Party. On behalf of the above-named minors, I certify that I have read and agree to the terms of the above Release of Liability, Assumption of Risk and Indemnification Agreement.

Dated this ___ day of _____, 20____.

THIS IS A RELEASE OF LIABILITY ON BEHALF OF A MINOR.

Signature: _____

Printed Name of Parent or Guardian: _____