

HAGEMAN RANCH LLC RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Hageman Ranch LLC Trespass License for Hunting program and its related events and activities, I,
_____, (Initials: _____) the undersigned, acknowledge, appreciate, and agree that:

The term 'participant' includes the undersigned individual and any minor child listed below. The term 'Releasees' includes Hageman Ranch LLC, the George W. Hageman Trust Dated 1989, their owners, members, managers, trustees, officers, employees, agents, volunteers, successors, and assigns.

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death. While particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I acknowledge that the property is agricultural land and that the Releasees are entitled to the protections afforded under Colorado's recreational use statutes (C.R.S. § 33-41-101 et seq.), which limit liability for injuries occurring on agricultural or recreational land.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusually significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Hageman Ranch LLC immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Releasees, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by Colorado law. This release and indemnification extends to any claims arising from the revocation, suspension, or termination of the Trespass License for Hunting, including but not limited to any interruptions due to property showings, inspections, sales, or ranch operations.
5. Unless I am able to make a reasoned decision to refuse such assistance at the time it is offered, I give permission to have emergency first aid administered to me at the sole discretion of the agency representative(s) operating/in charge of this event. If they deem it appropriate, I agree to be transported by the most expedient means of conveyance to the nearest physician, hospital, or clinic at my cost.
6. WAIVER OF JURY TRIAL: I agree to waive any right to a jury trial in any legal proceeding that arises out of or is related to this agreement, my participation in the program, or any injury or damage that occurs on the premises.
7. MANDATORY ARBITRATION: Any dispute, claim, or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be

determined by arbitration in Routt County, Colorado in accordance with the laws of the state of Colorado. The arbitration shall be administered by a single arbitrator under the American Arbitration Association's rules. Judgment on the award may be entered in any court having jurisdiction. The prevailing party in any such arbitration or related legal action shall be entitled to recover reasonable attorney fees and costs.

8. GOVERNING LAW AND VENUE: This agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles. Any legal action or proceeding arising under this agreement shall be brought exclusively in the courts located in Routt County, Colorado, and I hereby consent to the personal jurisdiction and venue of these courts.
9. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
10. ACKNOWLEDGMENT OF REVOCABLE LEASE AND PROPERTY SALE: I acknowledge that the Trespass Lease for Hunting is temporary and revocable, does not create any leasehold or other interest in real property, and may be suspended or terminated at any time due to the property being listed for sale, showings, inspections, negotiations, surveys, ranch operations, or upon closing of a sale. I agree that no claims shall arise from such suspension or termination, and any such actions are covered by the release and indemnification herein.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S SIGNATURE

Signature: _____ Age: _____ Date Signed: _____

Driver's License Number _____ State of Issuance: _____

Address: _____ State, _____ Zip _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER AGE 18 AT TIME OF REGISTRATION AND PARTICIPATION

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees. For myself, my child, and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by Colorado law. This includes any claims related to the revocation, suspension, or termination of the license.

PARENT/GUARDIAN SIGNATURE
Signature: _____ Age: _____ Date Signed: _____

Driver's License Number _____ State of Issuance: _____