



Elk Ridge Outfitters
5731 State Highway 13
Meeker, CO 81641

RELEASE AND INDEMNIFICATION FORM

Client First Name _____ Last Name _____

Pursuant to C.R.S. §12-55.5-105(1)(c) and (d), outfitters are required to be bonded and possess a minimum level of liability insurance, and outfitter activities are regulated by the Director of the Division of Registration in the Department of Regulatory Agencies.

In consideration of being permitted to access lands owned or controlled by Elk Ridge Outfitters, I, for myself and my heirs and personal representatives, do hereby fully and forever release, waive, discharge and covenant not to sue Elk Ridge Outfitters or any parent or subsidiary or related entity including, but not limited to, their executives, officers, managers, members, employees or agents (“Indemnitees”) for any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by me and arising out of or associated with my access to lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity, or from any activities associated with my use of such property, including but not limited to all claims for negligent or reckless acts and excepting only injury or death resulting from the willful misconduct of one or more of the Indemnitees.

I covenant and agree to assume full responsibility for and risk of bodily injury, death or property damage relating to the use of property or lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity, including such injury or death or damage caused by the negligence or recklessness of any one or more of the Indemnitees, and expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado.

I further covenant and agree to indemnify and hold harmless the Indemnitees from any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by me and arising out of my access to lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity, including but not limited to all claims for the negligence or recklessness of any one or more of the

Indemnitees, and excepting only injury or death resulting from the willful misconduct of one or more of the Indemnitees.

I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while accessing lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expense or liability.

I further covenant and agree to indemnify and hold harmless the Indemnitees for any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by or caused to any third party by my conduct or misconduct during my access to or use of property or lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity. I certify that I have sufficient accident and liability insurance to cover such injury, suffering, death or damages caused to a third party as a result of my accessing such lands. If I have no such insurance, I certify that I am capable of personally paying for any and all such expense or liability.

Inherent risks of the activities that are the subject of this Agreement include, without limitation, the primitive conditions of the hunt area, ground conditions, surface grade, ground elevation, weather conditions, animal behavior, equipment complexity and malfunction, the skill and experience of other clients, the negligence of other clients, unavailability of medical attention, travel distances, and the handling of firearms in the hunt area.

WARNING

UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OF AGROTOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGROTOURISM ACTIVITY, PUSUANT TO SECTION 13-21-121, COLORADO REVISED STATUTES.

My signature below indicates that I have read this entire RELEASE AND INDEMNIFICATION FORM, comprehend it completely, understand that it affects my legal rights, and agree to be bound by its terms.

Printed Name of Client

Signature of Client

Date