

PARTICIPATION, WAIVER, AND RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS AN ACKNOWLEDGMENT OF RISKS, RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

To: Drowsy Water Ranch Inc. Guests

In consideration for being permitted by Drowsy Water Ranch Inc. (referred to herein as Drowsy Water Ranch), including its owners, agents, and employees, to participate in the various activities offered by the ranch and the use of the ranch property, animals, if any, and facilities, I agree to the following Waiver and Release of Liability. The activities during your stay with us may include, but shall not be necessarily limited to horseback riding, hiking, fishing, dancing, volleyball, basketball, swimming, hayrides, rafting, tubing, archery, zip line, various games and mountain biking, use of playground and use of all other facilities (referred to herein as "Activities").

The personnel at Drowsy Water Ranch will attempt to provide proper instruction in recreational activity procedures; however all recreational activities undertaken by you and your family will carry some risk of personal injury and death. The purpose of this document (referred to as "this release") is for Drowsy Water Ranch to inform you of such risks and for you to certify that you and your family have accepted them and released us from all liability associated with the Activities.

ACKNOWLEDGMENT OF RISK

I understand and acknowledge that my family, if applicable and I are voluntarily vacationing and using the recreational services of Drowsy Water Ranch with full knowledge and understanding of the inherent risks, hazards and dangers involved, both known and unknown, but not limited to: 1) Physical exertion; 2) forces of nature; 3) high altitude; 4) accident or illness without access to means of rapid evacuation or availability of medical supplies or adequacy of medical attention once provided; 5) slipping, falling, or drowning in stream, ponds or pools on the ranch property; 6) the propensity of animals to behave in ways that may result in injury, harm or death to persons on or around them; 7) the unpredictability of animals' reaction to such things as sounds, sudden movements and unfamiliar objects, persons, or other animals; 8) encounters with wildlife, animals and insects; 9) collisions with other animals or objects; 10) potential of other participants to act in a negligent manner; 11) encountering variations in terrain and obstacles, obvious or not obvious, man-made or natural; 12) negligence (but not willful, reckless, or fraudulent conduct) on the part of Drowsy Water Ranch Inc., its employees, owners, agents, affiliates or others. I acknowledge, understand and assume that the enjoyment and excitement of participating in the Activities is derived in part from the inherent risks, known and unknown, incurred by activity beyond the accepted safety of life at home or work and that these inherent risks, known and unknown, contribute to such enjoyment and excitement, and are a reason for my participation.

I understand and acknowledge that the above list is not complete or exhaustive and that other risks known or unknown may result in personal injury, mental distress, permanent disability, death, illness, disease, or property damage. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE (AS WELL AS FOR ANY MINORS OR OTHERS FOR WHOM I AM RESPONSIBLE) AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS INJURY, EMOTIONAL TRAUMA, PERMANENT DISABILITY OR EVEN DEATH.

RELEASE

I acknowledge that my participation in this recreational vacation is allowed only upon the execution of this ACKNOWLEDGMENT OF RISKS, RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS and that Drowsy Water Ranch would be unwilling to provide such a vacation if I was unwilling to provide this waiver and release. Therefore as partial consideration for Drowsy Water Ranch to provide the recreational vacation, I hereby agree to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS DROWSY WATER RANCH Inc., ITS OWNERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE VACATION OR THE PARTICIPATION OF THE MEMBERS OF MY FAMILY. I agree that this release shall be legally binding upon me personally, all members of my family, all minors traveling with me, my heirs, successors, assigns and legal representatives; it being my intent to fully assume all risks, both known and unknown, and to release, indemnify, and hold harmless Drowsy Water Ranch Inc., its owners, managers, employees, agents, successors and assigns from any and all liabilities to the FULLEST EXTENT PERMITTED BY LAW, I understand that Drowsy Water Ranch Inc., directly or indirectly, reserves the right to refuse to allow participation in the Activities of any person, including me, if it judges me or the persons accompanying me to be incapable of meeting the rigors and requirements of participating in the Activities but that Drowsy Water Ranch has no obligation or duty to make any such judgment.

I agree that any and all disputes between myself and Drowsy Water Ranch arising from my participation in the Activities, and including any claims for personal injury, permanent disability, and/or death, will be governed by the laws of the State of Colorado, and exclusive jurisdiction thereof will be in the state court in Grand County, Colorado where the alleged event occurred.

Unless specifically described below, **I certify that my family and I, including any minor children or other children in my group, have adequate physical condition for our safe participation in the activities.** This Release shall be binding and enforceable against me and my family, and our heirs, personal representatives, successors and assigns with respect to the activities described in this document.

The law of the State of Colorado requires the following warning: 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.

Colorado Also carries an Agritourism Statute that reads: UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OR AGIRTOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY< PURSUANT TO SECTION 13-21-121, COLORADO REVISED STATUES.

IN THE EVENT ANY SECTION OF THIS DOCUMENT IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.

THIS DOCUMENT SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.

This document shall be binding upon my heirs and assigns, my executors, personal representatives, and administrators and may be pled by the Drowsy Water Ranch Inc., or any person benefited by this document, as a complete bar and defense against any claim, demand, action or causes of action by me or on my behalf or the behalf of any minors or guests accompanying me.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability, waiver of certain legal rights and a contract between Drowsy Water Ranch and myself and sign it of my own free will.

I am the parent, guardian, or custodian of the minor children listed below. I acknowledge that I am signing this ACKNOWLEDGMENT OF RISKS, ACCEPTANCE OF RESPONSIBILITY, WAIVER AND RELEASE on their behalf as well as my own and understand that our stay at the Drowsy Water Ranch would not be possible without my doing so.

I hereby certify that I have read, understand and accept the terms and conditions stated herein, I have signed this RELEASE knowingly and voluntarily and acknowledge that this RELEASE shall be effective and binding upon us from this day forward.

Signature _____ Date _____ Signature _____ Date _____

Print Name _____ Print Name _____

Signature _____ Date _____ Signature _____ Date _____

Print Name _____ Print Name _____

Signature _____ Date _____ Signature _____ Date _____

Print Name _____ Print Name _____

MINOR CHILDREN

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____