

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

Please read this contract carefully.

It releases DROWSY WATER RANCH, INC. from liability and waives certain rights.

In consideration of being permitted to participate in an outdoor recreation experience with DROWSY WATER RANCH, INC., d/b/a Drowsy Water Ranch ("Drowsy Water Ranch") 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 a ranch experience, which experience may include horseback riding, cattle driving, arena work, fishing, swimming, archery, guided and non-guided mountain biking, guided and non-guided hiking, yoga, dancing, hayrides, indoor and outdoor games, lodging, and related transportation (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 Drowsy Water Ranch, the presence of which are integral to the adventurous nature of the Activity. I understand and agree that the following is a list of inherent dangers and risks that could cause physical or emotional injury or death, but that it is not exhaustive – I understand that there are many other dangers or inherent risks associated with the Activity not listed below, including: **a) Risks associated with horseback riding, cattle (aka bovine) driving, and arena work**, including: errors in guide, wrangler, or staff judgment or lapse in guide, wrangler, or staff skill; failure or malfunction of equipment or tack, including slipping saddles; falling off an equine animal; being thrown from, bucked off, kicked by, stepped on, or bitten by an equine or bovine animal; being caught in tack or ropes and dragged by an equine or bovine animal; allergic reactions to equine or bovine animals; other injurious contact with equine or bovine animals, equipment, or fencing; all risks generally associated with the wild nature of equine or bovine animals, including unexpected spooking or behavior that may result in injury or harm to or death of Participant while on or around equine or bovine animals; unpredictable reactions of equine or bovine animals to such things as flushing grouse, medication, sounds, sudden movement and unfamiliar objects, persons or other animals or insects; hazards such as surface and subsurface ground conditions; collisions with other equine or bovine animals, other objects, other participants, or users of the indoor or outdoor area; the failure of other participants to maintain control over equine or bovine animals or to not act within their abilities; steep and/or rough trail conditions; irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures); path and/or trail obstructions; slipping, tripping, or falling; variations in terrain; exposure to steep terrain; unstable or loose rock or other terrain; trail and ledge side drop-offs; unmarked obstacles; collisions with natural and man-made objects; getting lost; and collisions with other trail users; **b) Risks associated with fishing, and being in or around water**, including: dangerous water crossings; falling into unfamiliar water with submerged hazards; bank collapse; injurious contact with natural and manmade objects; foot entrapment; water immersion, including drowning; striking and/or becoming entangled with overhanging trees; strainers, rocks, or other objects under, near, or above the surface of the water; lacerations due to injurious contact with sharp vegetation, rocks, metal, or glass in the water; prolonged exposure to cold water leading to hypothermia, injury, or death; injurious contact with your own fishing equipment or that of other guests; slipping, tripping, or falling while wading or walking along the water's edge; **c) Risks associated with archery**, including: being shot with an arrow; injuries associated with discharging a bow; poor marksmanship by co-participants; unsafe bow handling; accidental discharge; lack of proper bow training; and failure or malfunction of any archery equipment; **d) Risks associated with guided and non-guided mountain biking and hiking**, including: collisions with natural and man-made objects or features including bridges, ramps, bumps, drops, stumps, loose surfaces, and other hazards; sharp or blind turns; collisions with fixed or moving objects; collisions with other trail users or participants; unmaintained, rough, or otherwise hazardous trail or terrain features including jumps; loss of balance; high speed or uncontrolled descents; high speed or uncontrolled acceleration; unsafe speed of travel for conditions or experience; difficulty or inability to control one's speed or direction; failure to navigate marked and unmarked obstacles, including roots, mud, sand, rocks, trees, water and other hazards; falling; variations in trail steepness and terrain; hazardous contact with bike components; failure or malfunction of the bike or its components including the bike frame, wheels, and tires; rough or unmaintained trail; wet or slippery trails; exposure to steep terrain; trail and ledge side drop-offs; erosive cliff edges; difficulty with route finding; **e) Risks associated with lodging, heavy machinery, transportation, and hayrides**, including: all commonly understood risks of overnight lodging; all commonly understood risks of riding in a off-road vehicle, heavy machinery, or Humvee (hereinafter "vehicle"); risks associated with riding in a vehicle in remote terrain on unmaintained, backcountry, or 4-wheel drive roads; collisions with trees, natural and man-made objects, and equipment; jarring or bouncing; ejection from a vehicle; overturning of a vehicle; burns; falling out of a vehicle; unmaintained and hazardous trails and/or roads; trail and/or road obstructions; exposure to loud noise; inhalation of exhaust fumes; errors in driver or operator judgement and/or lapse in driver or operator skill; and injurious contact with a vehicle; **f) Risks associated with participating in the Activity, and outdoor Activities in general, with other participants, and relying upon guides, wranglers, or staff**, including: injurious contact with flying man-made objects including horseshoes, balls, frisbees, gear, or equipment; exposure to dangerous wildlife, including but not limited to elk, deer, moose, black bear, mountain lions, and wolves; snake bites; tick bites; bee stings; dangerous contact with domestic animals including but not limited to dog or cat bites or scratches; exposure to dangerous or poisonous plants; allergen exposure; falling trees; storms; wind; hail; lightning; flooding and flash flooding; temperature fluctuations; extreme or partial darkness; wildfire and associated smoke; landslides; earthquakes; tornado; rock-fall; mudslides; moving or flying objects associated

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with extreme weather; mental or physical shock; burns or burning associated with campfires, hot surfaces, and sun exposure; overexertion; steep and/or rough trail conditions; irregular or obstructed footing on groomed or wild land, which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape; mentally or physically unstable or criminal participants or others; negligence by participants; all manner of outdoor injuries including brain injury, spinal injury, joint injury, broken bones, paralysis, burns, internal injury; exacerbation of Participant's own health condition(s); sickness or disease; exposure to food allergens; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens; errors in guide, wrangler, or staff judgment and/or lapse in guide, wrangler, or staff judgment; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; and mental, physical, or emotional injury or distress from exposure to any of the above. I understand that Drowsy Water Ranch 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. Acknowledgement of Limitations of Equipment: I acknowledge and agree that any and all equipment or tack provided by Drowsy Water Ranch may malfunction, fail, not fit properly, or otherwise not function as intended. I agree that I will use the equipment only as instructed. I agree that if I do not understand how to use or operate the equipment or tack utilized for the Activity, I will request instruction. I acknowledge and agree that, while participating in any equestrian or bovine-related Activity, a) Drowsy Water Ranch explicitly requires that all minors wear a helmet, unless released in writing by their parent or legal guardian; and b) although safety equipment may be provided, this equipment is no guarantee of my safety, and such equipment may not protect me from all injuries, including the types of injuries the equipment was designed to prevent. I understand that if I do not wear a helmet, or other personal protective equipment, I am taking full responsibility for these choices. I understand that if I provide my own equipment, I am responsible for its maintenance and use. The undersigned acknowledges that not all conceivable safety equipment is included, and that the Participant must supply any safety equipment they deem advisable or necessary for the Activity.

3. 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 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.

4. 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 guide, wrangler, or staff 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 Drowsy Water Ranch 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 agree that it is my responsibility to use the equipment only as instructed by Drowsy Water Ranch guides, wranglers, or staff and that if I perceive that my equipment is not working properly, I will immediately stop using the equipment and will immediately alert the Drowsy Water Ranch guides, wranglers, or staff. I understand that I am responsible for truthfully disclosing and notifying Drowsy Water Ranch of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I acknowledge and agree that if I choose not to wear a helmet, I am taking full responsibility for this choice, and that such choice carries with it an increased risk of injury or death. I acknowledge and agree that minors are required to wear helmets. I acknowledge that if I consume drugs or alcohol, I will bear sole responsibility for myself and for any damages I may cause to Drowsy Water Ranch, its property, or to other participants, and I may be removed from participation in an Activity. I am not relying on any prior oral, written, or visual representations made by Drowsy Water Ranch, including in any website or promotional materials, to induce me to participate in the Activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

5. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for Drowsy Water Ranch's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE DROWSY WATER RANCH, INC. d/b/a DROWSY WATER RANCH, FOSHA FAMILY DWR, LLC, RANDY SUE FOSHA**, owners of property across whose land we may travel, and their affiliated companies and subsidiaries, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, contractors, members, shareholders, and owners (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 Not to Sue, 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 gross negligence or intentional conduct).

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6. 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 released parties, undersigned will be required to pay back to the released parties all sums of money incurred by, or paid by or on behalf of, any of the released parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

7. Medical Authorization: I hereby: 1) authorize the Released Parties to undertake any emergency medical care for me; 2) authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold each and every Released Party harmless from any claims associated with such medical care and/or related transportation.

8. 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 behalf, but that I am also 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 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.

9. 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.

10. Agreement to Application of Colorado Law and Selection of Forum: I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity under this Agreement, shall be governed by Colorado law, and that the exclusive jurisdiction for any such claim shall be in the Grand County 14th Judicial District Court, Colorado, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

11. Miscellaneous Provisions: I agree that Drowsy Water Ranch may utilize my photograph or video of me participating in the Activity for any purpose, and that any such image is the property of Drowsy Water Ranch. 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 of agreement upon this contract 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 Drowsy Water Ranch during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that Drowsy Water Ranch is not in a joint venture with any such vendor or subcontractor. I agree that Drowsy Water Ranch is not a common carrier.

I HAVE CAREFULLY READ THE FOREGOING THREE-PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY 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: _____

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