



NAME:

HUNTING DATES:

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

IN CONSIDERATION of my being allowed to participate in the activities of Waterfall Ranch Outfitters, I assume all risks and responsibility for the safety of my property, and myself as well as, the safety of the person, animals and any property of any minor who accompanies me.

I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Waterfall Ranch Outfitters, its officers, employees, and agents, and the landowners over whose land I will pass, their officers, employees and agents referred to collectively hereafter forthwith as "Waterfall Ranch Outfitters," and release them from all liability to myself, my personal representative of estate, assigns, heirs and next of kin, for any and all loss or damage, and any claims and/or demands on account of my injury or death or damage or loss of my property incurred during my presence with Waterfall Ranch Outfitters.

If I am accompanied by a minor, IN FURTHER CONSIDERATION OF my being allowed to bring such minor or minors with me, I hereby agree to indemnify Waterfall Ranch Outfitters Agents and hold them harmless from all liability to such minor or minor's parents, personal representative or estate, heirs or next of kin on account of such minor's presence at the Waterfall Ranch Outfitters, I hereby agree that I assume all responsibility for the conduct and safety of any minor and any minor's property.

I hereby warrant and represent that I am physically able to undertake such participation and I hereby assume the responsibility of physical fitness and capacity to perform such activities. I acknowledge and agree that the use of all services and/or facilities of the Waterfall Ranch Outfitters in connection with such activities is at my own risk.

I hereby warrant and represent that I am of lawful age and legally competent to sign this RELEASE; that I understand that the terms of this RELEASE are contractual; and that this RELEASE shall be binding on my personal representative or estate, assigns, heirs and next of kin and that I have signed this RELEASE as my own free act. I hereby understand that if any part of this release is found not to be legally binding on me, all other parts of this RELEASE shall be binding on my personal representative or estate, assigns, heirs and next of kin and continue in full force and effect. I further warrant and represent that I shall comply with all policies and obey all rules and regulations of the Waterfall Ranch Outfitters, including those outlined herein. Additionally, I agree to follow all the rules and regulations set forth by the Colorado Division of Wildlife and the United States Forest Service.

I hereby warrant and represent that I understand that horses will be present and will be used by me to participate in the activities offered by Waterfall Ranch Outfitters. I further understand that "under Colorado law" an equine professional, like Waterfall Ranch Outfitters, is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to: Section 13-21-120 "Colorado Revised Statutes."

I hereby also agree that if I am asked by Waterfall Ranch Outfitters Agents to discontinue my participation in the contracted services and leave the land over which I am passing, I will do so immediately and I will not hold the Waterfall Ranch Outfitters Agents Liable for my expenses.

**CAUTION -- THIS IS A RELEASE FORM. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK BY CAREFULLY READING IT BEFORE SIGNING IT.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Please return by September 1st