

SAGE OUTDOOR ADVENTURES

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is participating in the Activity as defined below shall be referred to hereinafter as "Participant". "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean Sage Outdoor Adventures, Bangert Enterprises, Bangert Holdings, LLC, Piney Valley Ranch, Upper Horn LLC, Milk Creek LLC, White Tree LLC and any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in or participating in any activity offered by Released Parties or their affiliates, including but not limited to: horseback riding; snowmobiling; riding ATVs/UTVs; shooting; fishing; boating; rafting; renting and using equipment; traveling to and from Activity site(s); and activities on or the use of facilities of Released Parties.

2. Risks of Activity. Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH TO THE PARTICIPANT AND OTHERS. Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of medical attention or equipment, defective equipment, misuse of equipment, choice of course, negligence or poor decisions of guides or other participants, changing conditions, changing weather conditions, Participant's poor health or physical condition, and infections, exposure to viruses or bacteria, and other illnesses, known or latent health conditions, including cardiac conditions; mental distress or panic from exposure to any one of the above, and misunderstanding or underestimation of risks and abilities.

In addition, risks specific to horseback riding include: falling from trail, being thrown by a horse, kicked or bitten by a horse, horse being frightened by people or other animals and acting unpredictably, dust inhalation and eye injury. **Warning:** under Colorado law, an equine professional is additionally 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 13-121-119, C.R.S. In addition, risks specific to snowmobiling include: acceleration, throttling and braking errors, collisions with natural or manmade obstacles or other snowmobilers, dangerous snow conditions, cornices, and ejection from snowmobile. In addition, risks specific to ATVs/UTVs include: acceleration, throttling and braking errors, collisions with natural or manmade obstacles or other ATVs/UTVs, dangerous land conditions, ejection from vehicle, vehicle rollover, dust inhalation and eye injury. In addition, risks specific to shooting include: being shot, kickback, injury from gun operation or mechanism, and clay targets. In addition, risks specific to fishing include: slipping and falling on riverbed or riverbank access, drowning, drowning in waders which can fill with water if falling into water, hypothermia and cardiac reaction to cold water, and injury from hooks and equipment. In addition, risks specific to boating and rafting include: drowning, cardiac arrest, being thrown from boat or raft, cold water immersion, boat or raft capsizing, being entrapped in rocks causing drowning, difficulty in rescue and injuries caused by poor decisions or mistakes made by others. **UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND INCLUDE OTHER RISKS WHICH CAN RESULT IN INJURY OR DEATH.**

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to, claims of negligence, negligence *per se*, negligent misrepresentation, other tort claims, premises liability, breach of warranty, breach of fiduciary duty, statutory violations, breach of contract and wrongful death.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, costs, property loss, medical bills, loss of income, expenses, attorney's fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of or related to Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) Assumption of Risk. Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to, the acts,

