

**CODE OF THE WEST OUTFITTERS**  
**PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**  
**RELEASE AND INDEMNITY AGREEMENT**

Please read this Document, (hereafter "Document") carefully before signing. All Participants must sign this Document. For Participants under 18 years of age (hereafter "minor" or "child"), Parent(s) or Guardian(s) (hereafter collectively "Parent(s)") must also sign the agreement. "I", "me" or other first person references shall include adult and minor Participants and the Parent(s) of minor Participants, unless the context requires otherwise. References to "Participant" include both minor and adult Participants.

In consideration of the services of Code of the West Outfitters, its agents, owners, officers, employees, representatives, independent contractors and all other persons or entities associated with it, including the owners, agents or employees of any leased private land, and the owners, agents or employees of any leased livestock (horses, mules, donkeys, ponies) (collectively referred to as "Outfitter"), Participant, including Parent(s) or minor Participants, agree as follows:

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

Engaging in outdoor recreational activities involves risks. Activities may include, but are not limited to: hunting, fishing, horseback riding, camping and hiking (referred to in this Document as "activities" or "these activities"). Participants (including Parent(s) of minor Participants) acknowledge that there are inherent and other risks, hazards, and dangers associated with these activities that can cause or lead to injury, damage, death or other loss. The following describes some, but not all of those risks, hazards and dangers:

- **RISKS PRESENT IN AN OUTDOOR OR WILDERNESS ENVIRONMENT:** These risks include travel in mountainous or wilderness terrain both on and off the trail. Travel can be subject to storms, lightning, snow, hail, falling rocks, rapidly moving (cold) creeks or rivers, falling or fallen timber, wild animals, stinging and/or disease carrying animals or insects, and other natural or man-made hazards and dangers. While traveling in these areas, hazards may not be marked or visible and weather is unpredictable year-round.
- **RISKS INVOLVED IN HORSEBACK RIDING:** Riding or otherwise dealing in any way with horses (including donkeys, mules or ponies) (hereafter "horse") includes risks. Horses are unpredictable in all circumstances and without warning can kick, bite, stomp, stumble, rear, bolt, fall down, and react to the environment, sudden movements, noise, light, vehicles, people, other animals or objects. Horseback riding can involve equipment that may break, saddles that may slip, and other riders who may not control their animals. Some horses may be owned by Code of the West Outfitters, and some horses may be owned by others. Participant agrees to assume the risks no matter what the ownership of a horse. **WARNING:** Under Colorado law, an equine professional 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 13-21-119, Colorado Revised Statutes.
- **RISK IN DECISION MAKING:** These are risks involved in decision-making and conduct, including the risk that an Outfitter representative, contractor, or co-Participant, may misjudge a Participant's abilities, or misjudge weather, terrain, route location, some aspect of medical treatment, or the character of a horse.
- **RISKS ARISING FROM RIDING OR RECREATING IN AREAS WHERE OTHERS MAY BE USING FIREARMS, INCLUDING THE RISK OF BEING SHOT OR STRUCK BY FLYING DEBRIS OR BY ACCIDENTAL DISCHARGE OF A FIREARM.**
- **RISKS THAT INVOLVE EQUIPMENT USED THAT MAY BREAK, FAIL, OR MALFUNCTION.**
- **RISKS CONNECTED WITH GEOGRAPHIC LOCATION:** Activities may take place in remote areas, several hours or days from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation, and medical care.
- **RISKS ASSOCIATED WITH COOKING AND CAMPING CHORES:** Participants can cook over a gas stove, a wood burning stove or an open fire and can be exposed to the risk of gas explosion, scalding or other burns. Water may need to be disinfected before use. Disinfecting water will be the responsibility of the Participant.
- **RISKS REGARDING CONDUCT:** Risks include the potential that the Participant, or other Participants or third parties (e.g. rescue squad, hospital, Code of the West staff, etc.) may act carelessly or recklessly.

**SUCH OTHER RISKS, HAZARDS, AND DANGERS ASSOCIATED WITH RECREATIONAL ACTIVITIES ENGAGED IN, IN A WILDERNESS OR OUTDOOR ENVIRONMENT.**

These and other risks, hazards and dangers may result in, but are not exclusive to Participants: tripping, falling, being struck, colliding with objects, horses or people, experiencing vehicle or boat capsize or collision, suffering gastro-intestinal complications or allergic reactions, becoming lost or disoriented, reacting to high altitudes. In addition, risks related to weather conditions or increased exertion, or experiencing other problems are also included in said risks, hazards, and dangers. These and other circumstances may cause but are not limited to hypothermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, concussions, burns, wounds, or other injury, damage, death or loss.

I (Participant and Parent(s) of a minor Participant) agree that:

1. I have accurately completed all forms provided by the Outfitter and agree to abide by the terms of those documents, and to obey all rules, regulations and policies provided to me by the Outfitter.
2. I have reviewed and understand all program information and materials received, and understand that the Outfitter and its representatives are, and have been available should I have further questions about these activities or the risks, hazards and dangers associated with these activities.
3. Participant has no mental or physical problems or limitations which might affect his/her ability to participate that have not been disclosed to the Outfitter and Participant is fully capable of participating without causing harm to Participant or others.
4. The Outfitter cannot assure Participant's safety or eliminate any of these risks.

Participant is voluntarily participating with knowledge of the risks. Therefore, Participant (and Parent(s) of minors) assume and accept full responsibility for Participant, of the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by Participant (and Parent(s) of minors), resulting from those risks, and resulting from Participant's own negligence or other misconduct.

**RELEASE AND INDEMNITY AGREEMENT**

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult Participants and/or, or Parent(s) for themselves and for and on behalf of their participating child) agree as follows:

- To release and agree not to sue the Outfitter, with respect to all claims, liabilities, suits, or expenses (including attorney's fees and cost) (hereafter collectively "claim" or "claim(s)"), asserted by or on behalf of me or my child, in any way connected with my/my child's participation in these activities, or use of Outfitter equipment or facilities. I understand that in signing this Document, I, my child, and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against the Outfitter, for any injury, damage, death or other loss suffered by me or my child to defend and indemnify ("indemnity" meaning protect by reimbursement of payment) the Outfitter with respect to all claim(s) brought by or on behalf of me, my child, a family member, a co-Participant or any other person, for an injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, or use of Outfitter equipment and facilities.

This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence (but not gross negligence or intentional, or reckless misconduct) of the Outfitter, and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

**CONCLUSION**

I (Participant and Parent(s) of a minor Participant) agree that this Document, any dispute I have with the Outfitter, and all other aspects of my relationship with the Outfitter are governed by the substantive laws of the State of Colorado (without regard to its "conflict of law" rules), and that any mediation, suit or other proceeding must be filed exclusively in the State of Colorado, County of Rio Blanco. I authorize the Outfitter or other medical personnel to obtain or provide medical care for me/my child's health. I agree to pay all costs associated with medical care and transportation. I authorize the Outfitter, and/or parties designated by the Outfitter, to use my or my child's photos for sale or reproduction in any manner of the Outfitter desires, for advertising, display, audiovisual or other use. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

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

Participants and Parent(s) of minor Participants agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children and other family members, and my heirs, executors, representatives and estate. Parent(s) must sign below, both in their capacity as a Participant (if applicable) and as Parent(s) of any participating minor children identified below (those under 18 years of age).

Printed name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Parent of Participating Minor: \_\_\_\_\_

Signature of Parent of Participating Minor: \_\_\_\_\_ Date: \_\_\_\_\_