



RELEASE OF LIABILITY

KESSLER CANYON LIABILITY RELEASE FORM

IMPORTANT: THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR RIGHTS AND OBLIGATIONS. Please read and understand this document before signing it. If you have any questions about this document, please consult an attorney.

Colorado Nature Ranch, LP, d/b/a Kessler Canyon (hereinafter “Kessler Canyon”) has informed me that visiting the Colorado Nature Ranch (the “Ranch”) and participating in activities at the Ranch involves certain inherent risks. I understand that I am signing this document in consideration for visiting the Ranch or having a family member visit the Ranch, the benefits related thereto, and other mutual consideration exchanged between the parties.

ACKNOWLEDGMENT OF RISK

Without limitation on my knowledge of other risks which may exist at the Ranch, I understand and agree that engaging in the following activities (the “Ranch Activities”) at the Ranch can be dangerous to my health and property:

- (i) vehicular travel, including without limitation riding trucks, cars, all-terrain vehicles, snowmobiles, mountain bikes, bicycles and other recreational vehicles;
- (ii) pedestrian travel, including without limitation walking, hiking, running and wading;
- (iii) hunting, shooting, climbing, fishing, camping, lodging, swimming, or all other activities conducted at the Ranch.

Harmful incidents that may occur in visiting the Ranch and engaging in Ranch Activities include without limitation: vehicular accidents and malfunctions (including without limitation collisions and sliding or falling from elevated driving paths); damage caused by terrain; slipping; falling; accidents involving the discharge of firearms; drowning; hypothermia; physical strain; natural hazards, including without limitation fire, lightning and other adverse weather conditions; cuts, bruises, sprains, insect bites and animal attacks; allergic reactions; skin irritations; and other physical ailments which can cause loss or damage to personal property, injury, illness, or in extreme cases, permanent trauma or death.

Kessler Canyon has maintained the natural state of the Ranch in an effort to provide a unique experience. I understand and agree that the Ranch is a wilderness area which **Kessler Canyon, its subsidiaries, affiliates, agents, officers, partners, principals and employees (collectively, the “Released Parties”)** have not comprehensively tested for safety purposes, that the Released Parties do not warrant or represent the safety of the Ranch, and that parts of the Ranch, including without limitation, waterways, trails, driving areas, hiking areas, climbing areas, can be dangerous, and that wild animals, insects and inclement weather can also cause dangerous conditions for Ranch Activities. I understand that routes and activities chosen by Kessler Canyon or its agents may not be the safest because they may be chosen for their aesthetic and recreational qualities.

I understand that I am solely responsible for determining whether I am capable of undertaking Ranch Activities based upon my mental and physical condition. I acknowledge and agree that although Kessler Canyon may be granting me permission to engage in various activities at the Ranch, I am doing so at my own risk and Kessler Canyon has not represented or warranted that the conduct of such activities is safe, that the Ranch is safe for such activities, or that Kessler Canyon has tested the Ranch for safety of such activities.

ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I and, if applicable, my family, including minor children, are fully aware of the risks, and am/are capable of participating in the Ranch Activities. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and damage to and loss of personal property and any expenses, including without limitation matters caused by my negligence, the negligence of the Released Parties or any other party. I also understand that Kessler Canyon reserves the right at any time, without liability to Kessler Canyon, to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in any particular activities at the Ranch. My family and I are in good physical condition and are able to undertake the Ranch Activities.

I hereby voluntarily waive, release and discharge the Released Parties from any and all liability, claims, demands, actions or rights of action, related to the Ranch Activities, including without limitation those related to my death, disability, personal injury, property damage, and also including without limitation the negligence of the Released Parties or any other parties. I agree that I cannot bring any legal action against the Released Parties and I cannot collect any money from the Released Parties for any of the foregoing waived, released and discharged matters.

I agree to indemnify, defend and hold harmless the Released Parties against all liabilities, claims, damages, losses, injuries, and expenses (including without limitation reasonable attorney's fees) arising out of or resulting from my participation and my family's participation in Ranch Activities, including without limitation the negligence of the Released Parties or myself.

I hereby agree that if the Released Parties are forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay the Released Parties costs and attorney fees if the Released Parties successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. This Agreement shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law.

On behalf of my family and I, I hereby consent to the use by Kessler Canyon of our images, likenesses or other characteristics, including any photographs of me or my family while visiting the Ranch, or any commentary or testimonials provided by me or a member of my family related to the Ranch. I release Kessler Canyon from any claims which my family and I have or may have arising out of the use, distribution, adaptation, reproduction, broadcast, or exhibition of such items, images or characteristics.

I, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this ____ day of _____, 200__.

Signature: _____

Printed Name: _____

PARENT OR GUARDIAN FOR MINORS (UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees, to the extent permissible under the law, save and hold harmless and indemnify the Released Parties against all liability, loss, cost, claim, injuries, expenses or damage whatsoever (including without limitation reasonable attorney's fees) which may be imposed upon said parties because of any defect in or lack of such capacity to so act, and I agree to release said parties on behalf of the minor and the parents of legal guardian, as set forth above.

Signature of Parent or Guardian of Minor:

Name: _____

Printed Name: _____

Date: _____