

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY,
ASSUMPTION OF ALL RISKS, AND INDEMNITY AGREEMENT**

I, the undersigned, a guest of Cielo Vista Ranch (“**Guest**”), utilizing certain property commonly known as Cielo Vista Ranch, located in Costilla County, Colorado (“**Property**”) for the purpose(s) of travel in the mountains and outdoor adventure based activities such as hunting, fishing, hiking, camping, backpacking, skiing, backcountry skiing, ski mountaineering, mountain climbing, rock climbing or ice climbing, including activities on steep snow, ice, rock and other alpine terrain, and/or other recreational sports (“**Activities**”), in consideration of my participation in these Activities and my presence on the Property, I hereby acknowledge, willingly agree to, and warrant and represent the following to CVR Operations, LLC, Cielo Vista Ranch I, LLC and Cielo Vista Ranch II, LLC (collectively, “**Owner**”):

1. I have voluntarily consented to participate in the Activities.
2. I agree to follow the following rules:
 - a. Guest shall be allowed access to the Property on the day of the Activities at 6:00 a.m. and Guest must check out and leave the Property no later than 6:00 p.m. as overnight Activities are not allowed (unless arrangements have been made with Owner prior to the Activities’ commencement);
 - b. Any Guest that fails to sign out when leaving the Property or leaves the property after 6:00 p.m. agrees to make a \$100.00 contribution to The Costilla County Search & Rescue;
 - c. Guest’s vehicle(s) must stay on designated roads and must park where indicated by Owner;
 - d. Without express permission from the Owner, no hunting, fishing, or camping shall be allowed;
 - e. Guest is not allowed to take any firearms (unless expressly permitted by Owner), alcoholic beverages, illegal drugs, pets or domestic animals on the Property at any time; and
 - f. Guest must not leave any litter or cause any damage to the Property.

3. I understand that hunting, hiking, skiing, and all other hazards and exposures connected with related Activities involve risk of harm. I am aware of the risks and dangers inherent with the Activities, and I knowingly and willingly assume the risk of injury, including but not limited to injury that might result from: gunshot, other participants, trees, rocks, holes, bodies of water and other obstacles, whether obvious or not obvious; exposure to outdoor elements; narrow or nonexistent trails; rough, exposed, unstable, steep or slippery terrain; high-altitude illness; lightning; cold weather; avalanches, icfall or rockfall; wild or poisonous animals, insects or plants; dangerous river or water crossings; fires or floods; other forces of nature; equipment malfunctions or failure; extreme remoteness from medical facilities or rescue; and travel by motor vehicles or other conveyance. **I EXPRESSLY ASSUME ALL RISKS INVOLVED IN OR ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO ANY BODILY INJURY, DEATH OR LOSS OF PERSONAL PROPERTY AND EXPENSES.**

4. I acknowledge that no warranty, either express or implied, is made by the Owner as to the condition of the Property or any roads, buildings, gates or other improvements located thereon.

5. In consideration of and as a part of the right to participate in the Activities on or about real property owned by the Owner, I agree and state that I am fully capable of participating in the Activities, I am in excellent health with no known handicaps that might hinder my full participation in the Activities, and I am fully capable of handling the hazards of hunting, hiking, skiing, weather conditions, and all and any similar conditions associated with Activities.

6. As lawful consideration for being permitted by the Owner to enter the Property and participate in the Activities, I hereby agree as follows:

- A. **I HEREBY RELEASE OWNER, AND EACH OF ITS RESPECTIVE MEMBERS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES AND ANY LEGAL LIABILITY FOR ANY AND ALL PROPERTY DAMAGE, INJURY OR DEATH CAUSED BY OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER OR NOT SUCH PROPERTY DAMAGE, INJURY OR DEATH WAS CAUSED BY OR RESULTING FROM MY NEGLIGENCE, THE NEGLIGENCE OF THE RELEASED PARTIES OR ANY OTHER CAUSE.**
- B. **I FURTHER AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF, OR PROSECUTE THE RELEASED PARTIES FOR ANY PROPERTY DAMAGE, INJURY OR DEATH CAUSED BY OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER OR NOT SUCH PROPERTY DAMAGE, INJURY OR DEATH WAS CAUSED BY OR RESULTING FROM MY NEGLIGENCE, THE NEGLIGENCE OF THE RELEASED PARTIES OR ANY OTHER CAUSE.**
- C. **I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FOR ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) RESULTING FROM OR IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES, WHETHER OR NOT SUCH CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES WERE CAUSED BY OR RESULTING FROM MY NEGLIGENCE, THE NEGLIGENCE OF THE RELEASED PARTIES OR ANY OTHER CAUSE.**

7. If given permission to hunt, I represent and warrant to the Owner that I have all hunting licenses required by applicable law and that I will comply with all applicable laws in connection with the Activities.

8. This Release and Waiver of Liability shall be legally binding on me, my estate, heirs, assigns, legal guardians, and personal representatives. I have carefully read the above and fully understand its contents. I am aware that I am releasing certain rights that I may have, and enter into this contract of my own free will.

9. This Release and Waiver of Liability shall be governed in accordance with the laws of the State of Colorado.

Printed Name of Guest (Please print legibly): _____

Signature: _____ Date: _____

IF GUEST IS UNDER 18 YEARS OF AGE, PARENT OR GUARDIAN MUST READ AND SIGN BELOW: I am the legal guardian of the minor below and have read the above RELEASE. I hereby consent to the terms of the RELEASE on behalf of the named minor, and give my consent to the participation of the named minor in all Activities on the terms stated.

Printed Name of Minor (Please print legibly): _____

Signature of Parent: _____ Date: _____

I HAVE READ THIS RELEASE AGREEMENT AND HAVE FULLY INFORMED MYSELF OF ITS CONTENTS BEFORE I HAVE SIGNED IT.