

## WAIVER AND RELEASE OF LIABILITY

In consideration of certain access to 10997 Spruce Mountain Road, Larkspur, CO 80118 (the “Property”) for the purpose of [Horseback Riding], among other things (Horse activities) the undersigned participant (“Participant”) (and in the case of a minor, the legal guardian of such minor on his/her behalf) hereby agrees to release, indemnify and hold harmless Snow Creek Larkspur, LLC, and any and all of its settlors, owners, partners, managers, directors, employees, agents, and affiliates (collectively, the “Released Entities”) in accordance with the terms and conditions of this Waiver and Release of Liability (this “Waiver”).

Participant understands that he/she is entering onto the Property and participating in the Activity at his/her sole risk and that Activity may include a significant risk of substantial injury and damage, including but not limited to death. Participant further understands that such risks may arise from or relate to a variety of factors and circumstances, including without limitation: (i) Participant’s actions or inactions; (ii) the actions or inactions of other persons, including without limitation the Released Entities; (iii) the current or future condition of the Property, including without limitation holes, ditches, flora, barbed wire and other risks commonly present on agricultural property; (iv) livestock or other animals; (v) equipment, machinery, tractors, vehicles or other machines on the property; (vi) weather or acts of God; and/or (vii) any other risks that the Participant or the Released Entities are unable to identify or predict.

In consideration of the Released Entities’ allowing Participant to enter onto the Property to participate in the Activity, Participant freely and voluntarily assumes all risks, all current and future liability, and all duty of care arising from and related to Participant’s work and/or presence on the Property. Participant forever exempts and releases the Released Entities, and their officers, directors, subsidiaries, affiliates, employees, representatives, agents, servants and assigns, from any and all liability of any type whatsoever arising from or relating to Participant’s participation in the Activity and/or presence on the Property, including without limitation: any personal injury and wrongful death claims arising from or relating to the acts or omissions, including without limitation, the negligence or intentional misconduct, of the Released Entities and/or their officers, directors, subsidiaries, affiliates, employees, representatives, agents, servants and assigns. Additionally, Participant hereby agrees that the Released Entities may use images of Participant captured on the Property, and hereby grants the Released Entities a perpetual, royalty free license to use any pictures, video or other media images of the Participant’s likeness for any reason, including in its promotional and marketing materials.

Participant understands and accepts that the Released Entities may not provide any insurance of any kind, including without limitation, liability, medical, disability, and life insurance, for any accident, injury, loss or death. Participant hereby releases and discharges any and claims, rights and benefits relating to any insurance policy held by any of the Released Entities and forever indemnifies, saves and holds harmless the Released Entities for and from any and all losses, claims, actions, lawsuits, demands, judgments and arbitrations that directly or indirectly arise from or relate to Participant’s participation in the Activity and/or presence on the Property.

This Waiver shall be governed by the laws of the State of Colorado without reference to its conflict of law principles. This Waiver may not be waived or modified except in writing signed by the Released Parties. If any provision of this Waiver is held invalid or unenforceable, the remainder of this Waiver shall continue in full force and effect. The undersigned agrees to execute any other documents reasonably requested by the Released Entities to give full effect to this Waiver.

Participant Name: \_\_\_\_\_ Participant Phone: \_\_\_\_\_

Emergency Name: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Participant Address: \_\_\_\_\_

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