

High Mountain Hunts, LLC
LIABILITY RELEASE; ADDENDUM 1
RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
THIS IS A LIABILITY RELEASE AGREEMENT
READ IT CAREFULLY BEFORE SIGNING

BY SIGNING THIS RELEASE YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOR INJURIES.

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*.

In consideration for hunting or otherwise recreating on property provided by High Mountain Hunts, LLC ("HMH, LLC"), its members, managers, agents, and employees, and to access and use the property, facilities and grounds by HMH, LLC, I, on behalf of myself and my heirs, successors and assigns agree to this Release of Liability, Assumption of Risk, and Indemnity Agreement ("Release") in addition to any other consideration agreed to be provided.

This Release shall in no way modify, subvert, or alter any assumption of risk, indemnity, or liability waiver contained in any other document, contract, or agreement, written or verbal, between the signors of this document, if such document, contract, or agreement exists. All signees to any lease agreement with HMH, LLC shall read, complete and return this Waiver to HMH, LLC.

1. I acknowledge that certain risks are inherent in any recreational activity and cannot be eliminated or reduced, especially activities involving the use of firearms, archery equipment and/or equipment such as off road vehicles, boats, and snowmobiles. The same inherent risks that contribute to the unique character of the activity can be the cause of damage to the equipment associated with the activity, or injury, illness, paralysis, dismemberment and/or death. I understand and acknowledge that there are risks, hazards, and dangers that are inherent and integral to activities that take place in a wilderness or outdoor environment. I understand that I will not be permitted to participate or otherwise engage in such activities on HMH, LLC if this Release is not executed;

2. **I am aware that participating in recreational activities with the use of archery equipment, firearms, watercraft, off and on road vehicles, and/or wild and domestic animals is a hazardous activity, and that I am voluntarily participating in this activity with the knowledge of the dangers involved, and I hereby agree to accept and assume, any and all risks of damage to property, injury or death.**

3. **I UNDERSTAND THAT THESE INHERENT RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:**

- A. Risks involved in participating in activities on undeveloped land. These risks include without limitation areas where objects are not marked and hazards may not be visible, unpredictable weather, changeable and dangerous conditions, bee hives, snakebites, lightning, streams, creeks, fallen timber, wild animals and other natural hazards and dangers.
- B. Risks arising out of the use of firearms and archery equipment. These risks include, without limitation, the use of firearms or archery equipment by myself, my assigns or employees, agents, other guests of HMH, LLC not associated with me, and/or any agents or employees of HMH, LLC. **HUNTING AND/OR OTHER SHOOTING**

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ACTIVITIES INVOLVING FIREARMS AND ARCHERY EQUIPMENT ARE INHERENTLY DANGEROUS ACTIVITIES IN WHICH THE USE OF FIREARMS AND ARCHERY EQUIPMENT IN CLOSE RANGE OF OTHERS SOMETIMES OCCURS.

By my initials below I acknowledge and understand that firearms and archery equipment may be in use while I am on the property, and I am waiving, releasing and holding HMH, LLC harmless from any and all claims, demands, damages, and liability arising out of any injuries sustained by any firearms or archery equipment on or near the property. While I may not handle firearms or archery equipment while on the leased premises, I understand that the use of firearms and archery equipment occurs on the premises, and that I may suffer damage to property, injury or death as a result of the same. I further agree to take special care so as not to place myself in potential harm's way.

Initials

- C. Risks involved in connection with recreational activities in a wilderness environment. These risks include, without limitation, the risk that a guide may misjudge an individual's capabilities, or misjudge terrain, weather, trail or river route location, altitude, or water level.
- D. Risks of drowning in a stream or river, or falling out of or drowning while on a boat or watercraft, and being injured or killed, or being wet, or cold and uncomfortable.
- E. Such other risks, hazards and dangers integral to recreational activities in a wilderness or outdoor environment.
- F. Risks involved in riding in off-road vehicles and other modes of transportation.

4. **I acknowledge that the above description of inherent risks is not complete, and that there are other risks, hazards, and dangers associated with participating in recreational activities in an outdoor environment that may be unknown or unanticipated.** The inherent and other risks, hazards, and dangers may result in damage to equipment or injury, illness, paralysis, dismemberment and/or death.

5. I acknowledge that HMH, LLC has been available to more fully explain to me the risks of these activities.

6. There are no mental or physical problems or limitations associated with my participation in the recreational activities. I am fully capable of participating in all of these activities.

7. I agree to inspect all equipment (if provided) upon arrival and to ask any questions concerning the equipment and/or activities deemed necessary, and to refuse to participate in the activities if I feel there is anything related to the activities or equipment which I do not understand or consider unsafe.

8. I am voluntarily participating in recreational activities of HMH, LLC with full knowledge of the risks, hazards and dangers involved and hereby assume and accept any and all risks of damages, injury, illness, paralysis, dismemberment and/or death.

9. I, for myself and my heirs, successors, executors, and assigns, hereby knowingly and intentionally agree to waive, release, indemnify, defend and hold harmless HMH, LLC Operating Co.,

High Mountain Hunts, LLC
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LLC, their respective owners, members, managers, attorneys, agents, employees, officers, directors, officials and contractors (collectively, "Indemnified Parties"), from and against any and all claims, demands, damages, actions, causes of action, costs and expenses, whether foreseen or unforeseen, arising directly or indirectly out of any damage to any property, loss, injury, paralysis, dismemberment and/or death to me or anyone else, in any way connected with my participation in recreational or other activities on or near HMH, LLC and/or my use of any property, equipment or facilities. I agree that neither I, nor anyone acting on my behalf, my heirs, successors, or assigns will make a claim of any kind, and do hereby waive the right to bring any claims, by me or on my behalf (whether by my heirs, successors, or assigns) including negligence, against the Indemnified Parties as a result of any damage to my property, injury, paralysis, dismemberment and/or death to me.

10. I further understand and agree to reimburse and indemnify HMH, LLC for any legal, medical, repair, replacement, or maintenance fees or costs incurred by HMH, LLC or the other Indemnified Parties that are caused in whole or in part by my own action or the Minor's including but not limited to any intentional or negligent or grossly negligent conduct.

11. I agree that all documents and all other aspects of my relationship with HMH, LLC are governed by the laws of the State of Colorado. Any suit, legal proceeding, mediation or arbitration arising out of or relating to my participation in HMH, LLC activities, or any other dispute with HMH, LLC, must be filed exclusively in the State of Colorado and Colorado law shall be determinative. If any provision, term or condition of this agreement shall be judicially determined to be invalid, the other portions of the agreement shall nevertheless continue in full force and effect. The prevailing party in any such action shall have the right to collect from the other party its reasonable costs attorneys' fees incurred in such action.

12. I understand this Release cannot be modified or changed in any way except by a writing executed by myself and an authorized representative of HMH, LLC.

I have carefully read, clearly understood and voluntarily signed this Release.

Client

Signature

Date

Printed Name

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STATEMENT OF QUALIFICATIONS AND SAFETY KNOWLEDGE

This Statement of Qualifications and Rules is hereby attached and fully incorporated to the Liability Release, Addendum 1. This statement certifies that you are capable of maintaining a safe environment for others in your vicinity on the hunt.

1. I agree that I am knowledgeable and comfortable with the safe handling and operation of the firearms and/or archery equipment that I will be using during any time spent on the property.
2. I understand that if any agent or employee of HMH, LLC, or any other party to the contract for services or property, determines that I have either failed to maintain a safe environment by negligent or careless handling of firearms, archery equipment, or any hazardous objects, OR determines that I do not possess the required knowledge of safety and handling of firearms or archery equipment, agent or employee may take immediate action to remedy the situation and revoke my ability to use, operate, or be in possession of firearms or archery equipment while on property, or require my immediate departure.

Initials

3. All hunters must have completed State-Approved hunter safety course. HMH, LLC operates a Zero-Tolerance policy in regard to firearm and bow safety. Any unsafe act by any individual will cause automatic suspension and removal from the property. Any unlawful act will be reported to proper authorities. Unlawful acts or those acts contrary to a safe hunting environment will result in termination of any agreements between the parties with any funds due HMH, LLC due immediately and any funds paid non-refundable.
4. NO alcoholic beverages or controlled substances (whether permitted by state law, or federal law or not) are allowed while hunting or using any firearms or archery equipment on the property. Guests may not be in possession of a firearm or engage in the act of hunting while under the influence of any alcoholic substance, narcotic, hash oil, herb, or other drug **REGARDLESS OF STATE LAW.**

I have carefully read, clearly understood and voluntarily signed this Addendum.

User-Participant

Signature

Date

Printed Name