

## WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

THIS IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

This Waiver, Release of Liability and Assumption of Risk (this “**Agreement**”) is entered into by the individual named below (the “**Participant**”), and Collins Ranch Co., Inc. (“**Collins Ranch**”) as of the date indicated below. In consideration of Collins Ranch (i) permitting Participant to access the premises at and near Headquarters, located at 14400 U.S. Highway 287, Kit Carson, Colorado 80825 and/or the Circle Bar Location, located at 3661 County Road 10, Kit Carson, Colorado 80825 (south of Wild Horse, Colorado) (collectively the “**Premises**”), and (ii) providing Participant the opportunity to participate actively or passively, in general ranching activities, hunting or shooting sports, wildlife viewing, or other related activities (collectively the “**Activities**”), the parties agree as follows:

1. Inherent Risks Associated with the Activities. Participant acknowledges there are inherent risks related to engaging in the Activities and that injuries to Participant or others may result from Participant’s access to the Premises and/or engagement in the Activities. Participant understands and acknowledges that certain risks cannot be eliminated due to the nature of the Activities, and that these elements and risks may be causes of injury, illness, permanent disability, trauma, or death. These risks and dangers include but are not limited to uneven/rugged terrain; electric and barb wire fences and gates, unpredictability of livestock or wildlife, including but not limited to horses and cattle; extreme weather, including but not limited to potential flooding of dry creek beds; dangerous ranch equipment and machinery; vehicles; and actions or inactions of other individuals participating in ranching, hunting, or other activities on the Premises. As applicable, Participant recognizes the risks of handling firearms and the risk of firing and being near others who are firing firearms. Potential risks include, but are not limited to: being shot, partial or total loss of eyesight or hearing, burns, amputation, inhalation or other harmful contact with lead or contaminants, and being struck by flying or falling debris or projectiles. Participant recognizes that the foregoing list of risks are examples, and that Participant also assumes risks not specifically listed above. Participant agrees that if Participant encounters these or other risks, serious injury, illness, or death may result, and Participant understands that no amount of care, caution, instruction or expertise can eliminate these risks. PARTICIPANT AFFIRMS THAT PARTICIPANT’S ACCESS TO THE PREMISES AND PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND PARTICIPANT KNOWINGLY, WITH UNDERSTANDING OF THE RISKS, ASSUMES ALL RISKS ASSOCIATED WITH THE ACTIVITIES AND/OR ACCESS TO THE PREMISES.

2. Release and Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT HEREBY RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COLLINS RANCH, THE LEGAL OWNER OF THE PREMISES, MORTGAGEES OF COLLINS RANCH, AND ANY OF THEIR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES AND CONTRACTORS (COLLECTIVELY, “**PROTECTED PARTIES**”) FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) RELATING TO, RESULTING FROM, OR ARISING OUT OF PARTICIPANT’S BREACH OF THIS AGREEMENT, ACCESS TO THE PREMISES, AND/OR ENGAGEMENT IN THE ACTIVITIES. THIS RELEASE AND INDEMNITY SHALL APPLY EVEN IF THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.

3. Dispute Resolution. The laws of the state of Colorado shall govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability of this Agreement. Any dispute or claim arising out of or relating to this Agreement, the Premises, and/or the Activities (each a “**Dispute**”) shall be brought by the parties in their individual capacity in Cheyenne County, Colorado and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. The arbitrator shall have no authority to award punitive or exemplary damages. TO THE EXTENT PERMITTED BY LAW, PARTICIPANT AND COLLINS RANCH KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION.

4. Acknowledgements. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein, and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. This Agreement shall be effective upon execution by

Participant and shall continue in force, unless sooner terminated pursuant to a written notice, for so long as Participant accesses the Premises and/or engages in Activities. If any term, provision, or condition, or any part thereof, of this Agreement shall for any reason be found or held to be invalid or unenforceable by a court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition or any other term, provision, or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5. Participant Representations. Participant represents to the Protected Parties as follows:

- (a) Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
- (b) Participant is not aware of any health problems that may prevent Participant from participating in the Activities.
- (c) Participant has received either medical clearance from Participant’s physician prior to participation in the Activities or has determined that such clearance is not necessary for Participant’s safe participation in the Activities.
- (d) Participant recognizes the unavailability of immediate professional medical attention at the Premises and shall assume all costs of emergency medical care and transportation of Participant.
- (e) Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

6. Media Release. Participant agrees that Collins Ranch reserves the right to use any photograph, video recording, audio recording, or any other media taken at the Premises, or in connection with any of the Activities (collectively “**Media**”) to create promotional materials, social media posts, and otherwise as permitted by applicable law. Participant agrees that Collins Ranch may use Media for any purpose in accordance with this Agreement without specific permission or compensation to Participant.

BY SIGNING THIS AGREEMENT, I REPRESENT THAT I HAD A SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT, UNDERSTAND THIS AGREEMENT, AND AGREE TO BE BOUND BY THIS AGREEMENT AND ALL REASONABLE INSTRUCTIONS OF COLLINS RANCH REPRESENTATIVES.

_____	_____		
Participant (Print Name)	Date of Birth		
_____	_____	_____	_____
Street Address	City	State	Zip Code
_____	_____		
Phone	Email Address		
_____	_____		
Participant (Signature)	Date		

**TO BE COMPLETED IF PARTICIPANT IS A MINOR**

I represent that I am the parent or legal guardian of the individual(s) listed below (each a “Participant”) and I hereby consent to the Participant(s) accessing the Premises and/or engaging in Activities. I agree, personally and on behalf of each Participant, to be bound by the terms and conditions of this Agreement. I further agree to indemnify, hold harmless and defend all of the Protected Parties from and against any loss, damage, liability, claim, and expense, including costs and attorneys’ fees, incurred by any of the Protected Parties as a result of the Participant accessing the Premises and/or engaging in Activities.

_____	_____
Minor Participant (Print Name)	Date of Birth
_____	_____
Minor Participant (Print Name)	Date of Birth
_____	_____
Minor Participant (Print Name)	Date of Birth

_____	_____	_____
Parent or Legal Guardian (Print Name)	Parent or Legal Guardian Signature	Date