

GRAND OUTLOOK
966 COUNTY ROAD 57, GRANBY, COLORADO 80446
Guest Release, Acknowledgment, and Indemnification

RELEASE AND WAIVER. This document is a release, waiver, and indemnification (“Release”). All Guests of **GRAND OUTLOOK** (the “Glamping Tent”) must sign this document. “Guest” includes all of Guest’s family members, heirs, invitees, and representatives that visit the Glamping Tent located at Antler Basin Ranch (collectively the “Property”). There are substantial risks of physical injury, property damage and even death associated with activities on and around the Property. These activities include, but are not limited to:

- Fishing,
- Wading,
- Shooting,
- Camping,
- Hiking,
- Walking,
- Driving,
- ATVing,
- Biking,
- Snow-biking,
- Climbing,
- 4-Wheeling,
- Zip-lining,
- Skiing,
- Horseback riding,
- Snowmobiling,
- Snowshoeing,
- Cross-country skiing
- Sledding,
- Visiting nearby lakes,
- Visiting Fraser River Ranch,
- Visiting Hackstaff Ranch,
- Swimming,
- Boating,
- Paddling,
- Kayaking,
- Water-skiing,
- Water sports,
- Using equipment made available to Guest by the Property Owners (defined below),
- Using equipment made available to Guest by any third parties, including guides

any or all of the other activities made available to guest and which Guest might undertake while at the Glamping Tent, and/or on the property.

The substantial risks of physical injury, property damage and even death associated with the above activities include but are not limited to the following:

- unexpected and unpredictable actions of animals, fish, and insects;
- accidents, illness, or other problems in remote places without cell phones, other means of communication, or easy access to medical facilities;
- illness caused by virus of any sort and transmission by any means;
- travel in a vehicle driven by Glamping Tent personnel or by a person other than Guest;
- physical exertion associated with the movements involved in activities that can cause fatigue, soreness, joint stiffness, and blisters;
- exposure to natural and man-made fire;
- the use of vehicles;
- the use and presence of the Glamping Tent and Property and equipment;
- problems due to defects in equipment or arising from the improper use of equipment, including but not limited to all equipment provided by the Property Owners (defined below), all equipment provided by third parties, including guides, and all equipment provided by Guest;
- dangers that arise from snow, rain, and ice including avalanches, slippery roads, falling ice, suffocation, stranding, etc.;
- dangers from high altitude and low oxygen;
- the use of hooks, line, knives, rods, reels, waders, boots, guns, ammunition, bows and arrows, skis, and other sporting equipment;
- risks created by faulty equipment;

- falling rocks; slippery rocks; liquified sand, gravel, or mud;
- unstable stream banks, undercut banks, slippery and uneven terrain not readily visible or marked, slippery bridges and roads, narrow roads, rivers, water hazards, and holes caused by the sudden and unexpected release of water into rivers, lakes, etc. by nature or by others (such as the Denver Water Board);
- dangers that come from open water, including possible drowning, boat accidents, etc.;
- trash;
- weather related hazards including lightning, sun, hail, snow, wind, rain, floods, ice, cold, heat, fire, weather changes, changes in water level;
- dangers that come from ranching and timber harvesting operations, including exposure to pesticides, falling, rolling, and sliding trees and logs, and dead timber;

and other risks, both known and unknown, expected and unexpected, associated with any and all of the activities which Guest will be engaging in while on the Property, including risks created by Guest's own inexperience and/or negligence, and the acts, mistake, inexperience, and/or negligence of any others, including the Glamping Tent personnel or the guides or outfitters, if any, who may accompany or direct Guest.

GUEST UNDERSTANDS THAT USING THE GLAMPING TENT, AND BEING ON THE PROPERTY IS INHERENTLY DANGEROUS AND THAT GUEST COULD BE RISKING SERIOUS INJURY OR DEATH. GUEST'S USE OF THE GLAMPING TENT IS ENTIRELY VOLUNTARY. GUEST KNOWS, UNDERSTANDS, AND APPRECIATES THE RISKS STATED HEREIN AND ALL OTHER RISKS THAT ARE INHERENT IN GUEST'S PARTICIPATION IN THE ACTIVITIES AND GUEST HEREBY PERSONALLY ASSUMES ALL SUCH RISKS, WHETHER FORESEEN OR UNFORESEEN.

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.

ASSUMPTION OF ALL RISKS. In consideration of being allowed access to the Property, **GUEST HEREBY EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITIES ON THE PROPERTY AND THE RISKS OF THE ACTIVITIES GUEST UNDERTAKES WHILE AT THE PROPERTY, AND EXPRESSLY RELEASES ANTLER BASIN RANCH, LLLP, FRASER RIVER RANCH, AND HACKSTAFF RANCH AND THE INDIVIDUAL OWNERS OF THOSE PROPERTIES** ("Property Owners"), and any other persons such as lenders or entities having an interest in the Glamping Tent, together with their agents, invitees, employees, representatives, officers, directors, owners or shareholders (collectively the "Released Parties") from any and all liability for injury or damages to Guest arising out of the activities undertaken while on the Property, or arising out of the matters described above, or arising out of loss from theft or by weather, or arising out of Guest's own acts, inexperience or negligence, the inexperience or negligence of anyone who may accompany Guest, or the intentional act, inexperience, or negligence of the Released Parties, or from any breach of promise or warranty by the Released Parties, or from any defect in equipment provided by the Property Owners, third parties, or Guest. Guest shall defend and hold harmless all the Released Parties from any and all claims, suits, requests for refunds, damages and awards to Guest, including all reasonable attorney's fees and costs incurred.

CONTINUING WAIVER AND RELEASE. This Release shall commence upon signing and shall constitute a continuing waiver and release, and shall apply to each and every visit Guest makes to the Property this year or hereafter without Guest's need to renew or resign this Waiver.

INTERPRETATION. Guest agrees that this Release is intended to be as broad and inclusive as permitted by the laws of Colorado. Guest agrees that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable and the parties specifically direct any such court to amend and revise this Release so that the intention of the parties to eliminate or reduce the liability of the Property Owners is realized to the extent legally permissible.

ACKNOWLEDGEMENT AND INDEMNIFICATION: Property Owners have made no effort to remove hazards of any sort from the land and there are both known and unknown; obvious and hidden dangers. Property Owners have made no effort to remove any faulty or defective equipment made available to Guest, and Guest acknowledges that Guest shall

assume the risk of any equipment malfunctioning, whether the Property Owners or a third party provided such equipment. Guest shall indemnify, hold harmless, and defend Property Owner and Released Parties from any claim brought against any of them due to Guest's use of the Property, or the use by Guest's family members, heirs, invitees, and representatives. **GUEST HAS READ THIS WAIVER COMPLETELY, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT GUEST IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING GUEST'S RIGHT TO SUE. GUEST ACKNOWLEDGES THAT GUEST IS SIGNING THIS RELEASE FREELY AND VOLUNTARILY, AND INTENDS ITS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.** Guest understands that the Property Owners are relying on this Release, and Guest agrees to be legally bound by this Release. In entering this Release, Guest is not relying upon any oral or written representations made by the Property Owners other than what is set forth in this Release.

PROPERTY: **THE GRAND OUTLOOK**

ADDRESS: **966 COUNTY ROAD 57**
 GRANBY, COLORADO 80446
 40.086518 LATITUDE
 108.990921 LONGITUDE

PROPERTY OWNERS: **ANTLER BASIN RANCH, LLP**