

## **RELEASE AGREEMENT, INDEMNITY AND WAIVER OF LIABILITY**

THIS RELEASE AGREEMENT, INDEMNITY AND WAIVER OF LIABILITY (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Karin Freudenberg and the Red Cone Retreat (jointly referred to as "Red Cone Retreat") whose address is P.O. Box 192, Norwood, CO 81423 and \_\_\_\_\_ (hereinafter called the "guest") whose address is \_\_\_\_\_.

For good and valuable consideration, the parties agree as follows:

### **A. AGREEMENT FOR USE OF PROPERTY**

1. Subject to the terms and conditions of this Agreement, Red Cone Retreat agrees that guest shall have the right to enter in and upon the Red Cone Retreat (hereinafter called the "Property"), for the purposes of camping, and for other legal uses incident to camping.
2. The term of this Agreement and all rights and obligations created hereunder shall commence on the date of this Agreement.
3. The guest's use of the subject property shall be for camping, only, in designated areas, only, and shall be further specifically limited as follows:
  - a. No hunting on the Property.
  - b. No use of any weapons of any kind on the Property under any circumstances, including but not limited to, sighting of rifles, firing of weapons, target practice, or for any other purpose.
  - c. The exercise by any person to use the Property under the terms of this Agreement shall be conditioned upon said person or persons having duly executed this Agreement.
  - d. No smoking is permitted in any tipi at any time.
  - e. Alcohol is permitted on the Property. Guests are expected to consume alcohol in a responsible manner. Any guest who consumes alcohol in a manner deemed irresponsible by the Red Cone Retreat or its agents or employees shall subject the alcohol to confiscation by the Red Cone retreat, and/or eviction of the guest from the Property.
  - f. Dogs are allowed on the Property only if they are leashed and under supervision by their owners at all times.
  - g. There shall be no fires upon the Property except in enclosed structures or protected fireplaces. Red Cone Retreat has the right to require modifications to any structures as may reasonably be deemed necessary to ensure proper fire control.
  - h. Guests are responsible for any or all damage to the Property or amenities of the Red Cone Retreat, and shall pay for repair of any such damage at their sole cost and expense. Disregard for the Property and amenities, in the sole judgment of Red Cone Retreat, will subject guest to eviction and prosecution under the law.
  - i. No firewood, wood cutting, or removal of any natural resources on the Property shall be allowed. All firewood shall be brought onto the Property by Red Cone Retreat.
  - j. No trash shall be left on the Property and Guest shall at all times following their use of the Property leave the same in as good a condition as it was when the use began.
  - k. Guest shall close all gates behind them when entering any access roads which are gated and, if locked, shall relock the same. All vehicular traffic shall be limited to existing roads and proper care shall be given to refrain from using the road if road conditions are such that damage to the road or Property such as by causing ruts, sloughs, etc. would occur. Parking is expressly limited to designated areas. In no circumstances may any guest park on the Tipi grounds.
  - l. Guest shall not create any dangerous condition on the Property nor shall Guest be entitled to make any improvements or alterations to the Property. Any dangerous condition created by Guest shall be corrected at Guest's sole cost and expense.
  - m. Guests must have proof of applicable and valid hunting licenses and animal tags. Red Cone Retreat reserves the right to inspect licenses and tags at any time. Guests who do not possess valid licenses agree to cease

participation in all hunting activities and are liable to Red Cone Retreat as allowed by law.

n. Guest's use of the Property shall be subordinate to the right of Red Cone Retreat and their employees and agents to utilize said Property for all reasonable purposes. All persons using the premises for camping shall comply with the regulations and laws of the State of Colorado. There shall be no hunting within the boundaries of Red Cone Retreat.

o. Each guest on the Property is expressly required to execute a copy of this Agreement and Waiver before said person is permitted to enter the Red Cone Retreat. If a person does not execute a copy of this agreement, than he shall be ordered to leave the property, and if he fails to comply, he will be subject to legal prosecution for trespass.

4. Guests who use the property under the terms of this Agreement agree to release Red Cone Retreat, their heirs, successors, personal representatives, and assigns, from and against any and all liability whatsoever for any injury or damage sustained while using the Property and each of the parties using the Property under the terms of this agreement understands that there may be risks attendant to camping and they fully assume the risks of all such injury or damage whether foreseen or unforeseen and regardless of whether resulting from natural or manmade conditions which occur or exist on the Property and each of said persons acknowledges that no representations have been made by Red Cone Retreat concerning any conditions of the Property concerning the advisability or safety of conducting any activity thereon. Further, Guests and all persons who use the property through or under Agreement and Waiver agree that they will be obligated, jointly and severally, to indemnify and hold harmless Red Cone Retreat for any damage or loss whatsoever (including attorneys fees) and for any injury to any person or property which may result from the use of the Property under the terms of this Agreement.

5. Red Cone Retreat expressly reserves the right to immediately terminate guest's stay if any of the above rules and conditions are violated. Guests who are asked to leave or are evicted under the terms of this agreement expressly agree that no refunds will be given by Red Cone Retreat, and expressly agree to all terms and conditions in this Agreement and Waiver, as evidenced by guest's signature and execution of this Agreement.

**B. MISCELLANEOUS PROVISIONS PERTAINING TO BOTH THE AGREEMENT AND WAIVER**

6. In the event of any litigation regarding the interpretation of or enforcement of this Agreement, the parties agree that the laws of the State of Colorado shall govern and further agree that venue and jurisdiction of such litigation shall be in the San Miguel County District Court. In any such litigation, the prevailing party shall be entitled to reasonable attorneys fees and costs.

7. This Agreement constitutes the sole agreement between the parties and, except where expressly limited above, shall be binding upon the parties, their heirs, assigns, successors and personal representatives. This Agreement constitutes the final and complete agreement between the parties and supersedes any and all agreements whatsoever between them.

8. This Agreement shall not be modifiable except in writing, signed by the parties. This Agreement may be signed in counterpart signatures which, when assembled together, shall constitute one document. Fax signatures are acceptable.

9. Where the Agreement requires or contemplates notice to either party, said notice shall be deemed given if sent by certified mail, return receipt requested, to the party at the addresses as may be given pursuant to written notice

Any such notice given in accordance with the foregoing shall be deemed delivered upon mailing.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective on the day and year first above written.

RED CONE RETREAT: \_\_\_\_\_

GUEST: \_\_\_\_\_