

OUTFITTER AND GUIDE RELEASE OF LIABILITY AND USER INDEMNITY AGREEMENT

STATE OF COLORADO OUTFITTER REGISTRATION NUMBER 2547.

I, _____, (client) hereby acknowledge that I have voluntarily applied and contracted to participate in the sport or activity of hunting from a primitive camp, with equipment and/or services to be provided by **HUGHES RANCHES, LLC, A COLORADO LIMITED LIABILITY COMPANY** (Outfitter). By my initials hereon and at each place hereafter marked (INITIAL, _____). I have signified my agreement with and acceptance of the terms, statements and conditions herein.

I UNDERSTAND AND AGREE that the described sport or activity and all other hazards and exposures connected with the activities conducted in the outdoors do involve risk and that I am cognizant of the risks and dangers inherent with hunting and camping, and in particular in the mountains of Colorado, and that I and/or my family, including any minor children, are fully capable of participating in the activities contracted for and willingly assume the risk of injury as my responsibility, including loss of control or balance in walking or climbing, use of firearms, use of animals, weather, collision with trees, rocks, and other man made or natural obstacles, whether they are obvious or not obvious. (INITIAL _____).

I UNDERSTAND AND AGREE that accidents or illness can occur in remote places without medical facilities, physician or surgeon, and that the availability of such facilities or persons may be further limited by weather conditions which may or may not be normal or expected, and that I may have exposure to temperatures or inclement weather and in consideration of and as part payment of the right to participate in the activities associated with hunting from a primitive camp and any other activities including the services of food that may be arranged for me/or my family by the outfitter and its agents. I do hereby agree that myself and my family (including minor children) are in good health and are able to handle the hazards or traffic, weather conditions, exposure to animals, walking, riding of animals, and utilization of equipment whether furnished by me or by the outfitter, associated with the activities specified and all related activities. (INITIAL _____).

I UNDERSTAND AND AGREE that any route or activity, chosen as part of the hunting trip in which I and /or my family am participating may not be the safest but has or will be chosen for its interest, challenge, or best meeting the goals of the services for which I am contracting. Should animals ever be used or are present as part of our activities, I and my family understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright which likewise is an inherent risk to be assumed by each participant in the activity. (INITIAL _____).

AS LAWFUL CONSIDERATION for being permitted by outfitter to participate in the referenced activities, I do hereby RELEASE FROM ANY LEAGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Hughes Ranches, LLC, a Colorado Limited Liability Company, MD Ranch, LLLP, a Colorado Limited Liability Limited Partnership, Charles P. Hughes, dba Doubletree Ranch, Scott J. Hughes and/or Robin L. Hughes, Colorado State Land Board, and any government agency whose property may be required to utilize and of all of their officers, members, organizations, agents and employees for any injury or death caused by or resulting from my participation in the activities described above, WHETHER OR NOT SUCH INJURY OR DEATH WAS CAUSED BY THEIR NEGLECE OR FROM ANY OTHER USE. (INITIAL_____).

THIS CONTRACT shall be legally binding upon me, my heirs, my estate, assigns, legal guardians and my personal representatives. (INITIAL_____).

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY AND COMPLETELY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, MY FAMILY, OR MY NIMOR CHILDREN MAY OTHERWISE HAVE, AND ENTER INTO THIS CONTRACT ON BEHALF OF MYSELF AND/OR MY FAMILY OR MINOR CHILDREN VOLUNTARILY AND OR MY OWN FREE WILL. (INITIAL_____).

THIS IS A REALEASE OF LIABILITY. IF UNDER EIGHTEEN (18) YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS ALSO REQUIRED.

USER/PARTICIPANT _____

DATE _____

PARENT/GUARDIAN (IF UNDER 18) _____ DATE _____