

Release of Liability, Waiver, and Assumption of the Risk

In consideration for being granted access to the Endaba Valley Retreat and being allowed to enter into a Rental Agreement with the Endaba Valley Retreat, I represent that:

1) I understand that the Endaba Valley Retreat is a large tract of wilderness and agricultural land that borders the San Juan National Forest. I acknowledge that the wilderness and agricultural nature of this property is, in part, the reason for my coming to the Endaba Valley Retreat. I acknowledge that there are risks and dangers associated with being on wilderness and agricultural land, some of which can be foreseen and some of which cannot be foreseen. I understand that the Endaba Valley Retreat is an inherently dangerous place.

2) I understand that there are many man made hazards and many natural hazards on the Endaba Valley Retreat and in the surrounding areas.

a) Natural hazards include wild and domestic animals that roam the Endaba Valley Retreat property and the forest property. These animals include, but are not limited to elk, mountain lion, moose, bear, cattle, and horses. I understand that these animals may be a danger to humans. There are poisonous plants on the Endaba Valley Retreat, there are often thunderstorms and lightning strikes on the Endaba Valley Retreat, there is a lake that can be hazardous in all seasons of the year, there are animals and rodents that can carry human disease, and there are water ponds and other water hazards. I understand that this Release, Waiver, and Assumption of the Risk cannot include all of the possible natural hazards that I may experience on the Endaba Valley Retreat, but it does demonstrate to me that many natural hazards exist on the property because of its wilderness and agricultural nature. Because of the nature of the wilderness land that makes up the Endaba Valley Retreat, I understand that the owners of the Endaba Valley Retreat cannot know of all of the natural hazards that exist on the Endaba Valley Retreat.

b) Man made hazards include wood stoves, propane heaters, hot tubs and steam rooms, furnaces, high windows in the lodge, possible trip hazards from uneven floors and patio in the Endaba Valley lodge, as well as an old settler's cabin, irrigation pools, ranch sheds, barb wire, and barns on the Endaba Valley Retreat. I understand that this Release, Waiver, and Assumption of the Risk cannot include all of the possible man made hazards that I may experience on the Endaba Valley Retreat, but it does demonstrate to me that many man made hazards exist on the property. Because of the nature of the activities that have occurred on the Endaba Valley Retreat historically and because it is such a large tract of land, I understand that the owners of the Endaba Valley Retreat cannot know of all of the man made hazards that exist on the Endaba Valley Retreat.

3) I assume full responsibility for my safety, and the safety of any minors under my care, custody, or control, or any minors who accompany me onto the property, while I am on the Endaba Valley Retreat and in the Endaba Valley lodge. I assume full responsibility for any and all risk of bodily injury, death, or property damage. I agree not to enter into the settler's cabin on the Endaba Valley Retreat, not to have contact with any wild or domestic animals on the Endaba Valley Retreat, and to conduct my activities, and the activities of my minors under my care, custody, or control or any minors who accompany me onto the property, in a safe and responsible manner. If I, or the minors under my care, custody, or control or any minors, who accompany me onto the property, swim in the lake on the property, do any skiing, do any snowmobiling, or do any hiking, we do so at our own risk. I agree to personally supervise the activities of any minors under my care, custody, or control or any minors who accompany me onto the property, to ensure that they are kept safe and away from any natural or man-made hazards, and ensure that they do not engage in any prohibited activities. I assume full responsibility for any and all risk of bodily injury, death, or property damage to any of the minors under my care, custody, or control, or any minors who accompany me onto the property.

4) I agree not to dismantle or tamper with any carbon monoxide or fire detection device and agree to notify the property manager immediately if maintenance is required on such items. I agree to stay off of any ice that forms on the lake during the winter. I agree to wear a life preserver if I go into the lake, or enter into any watercraft on the lake. I will ensure that any minors under my care, custody, or control, or any minors who accompany me onto the property will wear life preservers. I will provide the life preservers for myself and any members of my group.

5) I intend the foregoing Assumptions of the Risk, Waivers, and Releases of the Endaba Valley Retreat to be as broad and inclusive as permitted by law. I also acknowledge that I am not relying on any oral or written representation of the Endaba Valley Retreat regarding safety.

6) I agree not to hold the Endaba Valley Retreat, its owners, employees, agents, or representatives liable for any loss or injury, liability, expense, or damage which results directly or indirectly from an act or omission. I mean this Release to be binding on myself, my heirs, successors, assigns, and legal representatives.

7) I agree to indemnify and hold harmless the Endaba Valley Retreat, its owners, employees, agents, or representatives from any loss or injury, liability, expense, or damage that I might incur while I am on the Endaba Valley Retreat or in the Endaba Valley Retreat house.

8) I further agree that any controversy or claim arising out of my stay at the Endaba Valley Retreat which cannot be resolved amicably will be brought within the applicable statutes of limitation of the State of Colorado. I consent to the jurisdiction of the state or federal courts of Colorado, as well as application of the laws of Colorado to my claim or controversy.

I have carefully reviewed this document and understand all of the terms of this Release of Liability and Assumption of the Risk. I agree to it of my own free will and without any reservation.

Name of Endaba Valley Retreat Guest: _____

Signature of Endaba Valley Ranch Guest: _____

If guest is under 18, parent should sign here: _____

Date: _____