

**Tri-State Outfitters, Inc.
Dba Trout Valley Fishing Club**

P.O. Box 1580
Westcliffe, CO 81252
(719) 783-3501

Release and Waiver of Claims and Indemnification

The Undersigned. Guest, spectator or participant in the activities offered by and through Tri-State Outfitters, Inc dba Trout Valley Fishing Club a Colorado Corporation, which include, but are not limited to, guided and unguided Fishing trips, water sports, on site and off site transportation, and other outdoor recreational activities being carried on at the properties both owned and leased by Silver Spur Ranches Land and Cattle, LLC and Tri-State Outfitters, Inc. dba Trout Valley Fishing Club (“Corporation”) in consideration of the participation in such activities and the use of the Corporation’s property and/or facilities, covenants and agrees as follows:

General Release

The undersigned hereby releases and waives any claims that the undersigned may now or hereafter have against the Corporation, its owners, members, directors, officers, operators, employees, guides, agents, representatives, landowners having leases with the Corporation, or their assigns, for any and all claimed liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney’s fees and costs, which the undersigned may incur as a result of any injury to the undersigned and/or damage or destruction of personal property of the undersigned, by reason of the undersigned’s participation in the activities undertaken at the Corporation, including without limitation , personal and bodily injury, paralysis, death, pain and suffering, emotional or mental distress and all damages arising therefrom, including loss of income , earnings and all medical expenses related thereto.

Assumption of Risk

The undersigned acknowledges and understands that the outdoor activities set out above and undertaken at the Corporation, may involve risk of personal injury, paralysis, death and injury. Damage to personal property or to landowner’s property adjacent to the waters used by the Corporation, which may result from the undersigned’s participation in the said activities. Such injuries may be caused by other participants, the undersigned, field conditions including uneven or damaged terrain, the presence of moisture, mud and/or flooding of the terrain, obstacles and obstructions upon or under the terrain and other natural and man-made conditions which may be hazardous to the undersigned or may create hazards to the undersigned activities.

The undersigned further acknowledges that the activities set out above are inherently dangerous and hazardous and involve risks that cannot be eliminated including traveling in mountainous terrain, accidents or illness in remote places without medical facilities, unpredicted reactions of animals (which may occur regardless of previous behavior or training, due to instinct, fright or other reason), extreme weather conditions and other forces of nature, creeks, water, bridges, traveled roads, wild animals, stumps, forest growth, debris, rocks, cliffs and other obstacles wether they are obvious or not obvious, man-made or

natural. The undersigned voluntarily participates in the activities set out above with full knowledge of the dangers and risks involved and agrees to accept and assume all risk of injury, paralysis, death or property damage which may result. The undersigned further acknowledges that the activities are conducted in a high altitude environment and the undersigned knowingly and willingly undertakes these activities with the understanding that said high altitude environment may involve greater risks to the health of the undersigned than if the activities were undertaken at sea level.

Consent For Minors

I consent to my minor child's ("The Minor") participation in the activities of the Corporation and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages from any injury, disability, paralysis or death, even if caused, in whole or in part by the negligence of the Corporation owner's, it's members, directors, officers, employees, agents, representatives, landowners adjacent to the waters and/or their assigns. I enter into this contract on behalf of the minor, myself and/or my family of my own free will and without inducement. If I or the minor believe anything to be unsafe, I will instruct the minor to immediately leave and to refuse to participate further in the activities.

Indemnification

The undersigned hereby indemnifies, defends and holds harmless the Corporation, its owners, members, directors, officers, operators, employees, agents, representatives, landowners adjacent to the waters used by the Corporation and/or their assigns from any and all claims, actions, causes of action, suits, liabilities, damage, losses, expenses, costs, including, without limitation, reasonable attorney's fees, and negligence of any kind or nature, wether foreseen or unforeseen, which the undersigned or any other participant in the Corporation activities may sustain or incur by reason of their participation in said activities or their presence on or in the Corporation or Corporation facilities, including damages to fishing equipment, boats, fences, buildings or other structures or the property of other persons or personal injury to other persons located at any time on the Corporation.

Reimbursement

The undersigned agrees that in the event any claim is made against the undersigned through this Agreement, the undersigned shall pay such claim within thirty (30) days of notice of such claim being given to the undersigned. In the event the undersigned does not make such payment within the thirty (30) day time period, all such sums shall be due and owing, together with interest at the rate of eighteen percent (18%) per annum and, in the event of an action to collect such sums, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred. For purposes of this provision, notice shall be deemed given three (3) days after mailing of such notice, postage prepaid, addressed to the undersigned at the address indicated below.

Binding Effect

The foregoing provisions shall be fully binding upon and shall be effective upon the undersigned, his heirs, legal representatives, successors and assigns, and shall apply to the actions of the undersigned personally, the undersigned's family, guests, employees or agents.

Each and every person executing this document, including the undersigned, has carefully read, clearly understands and voluntarily signs this release and waiver and attachments thereof, of claims and indemnification, knowingly releasing certain legal rights that might not otherwise be released.

(Signature of Maker or Guardian)

Date

(Signature of Maker or Guardian)

Date

(Legibly Print Name and Address)

Legibly Print Name and Address

Address: _____

Address: _____

Telephone: () _____

Telephone: () _____

(Signature of Maker or Guardian) Date

(Signature of Maker or Guardian) Date

(Legibly Print Name and Address)

Legibly Print Name and Address)

Address: _____

Address: _____

Telephone: () _____

Telephone: () _____
