

Sopris Mountain Ranch Homeowners' Association, Inc.

3708 W Sopris Creek Road
Basalt, Colorado 81621

ASSUMPTION OF RISK & RELEASE OF LIABILITY

Participant's Name: _____
Please Print

In consideration for being permitted to Activities as hereinafter described, I, the undersigned participant, do hereby state the following:

I desire to participate in activities ("Activities") on the premises owned by the Sopris Mountain Ranch Homeowners' Association, Inc. including, but not limited to: sleigh rides, attendance at bonfires, sledding, ice skating, cross country skiing, snow machining and any other activity in which one might ordinarily engage in the mountains of Colorado. I also acknowledge that much of the area constituting the premises of Sopris Mountain Ranch subdivision and the property to which it is adjacent is primitive in nature with all its attendant dangers and risks which are too numerous to list. I understand that each of these aspects, while adding to my appreciation and enjoyment of this area, has the potential to cause me injury or even death.

After careful consideration of the above, I further state:

1. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, PERMANENT DISABILITY (INCLUDING PARALYSIS) DEATH OR LOSS I MIGHT WHILE PARTICIPATING IN THE ACTIVITIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE HEREINAFTER DESCRIBED RELEASED PARTIES.

2. Further, I release and forever discharge Sopris Mountain Ranch Homeowners' Association, Inc., its officers, directors, shareholders, agents, representatives and employees, Craig Sakin and Sally Sakin (the "Released Parties) from any and all liability, claims, demands or causes of action that I may hereafter have for injuries, permanent disability (including paralysis), death, or loss or any damage whatsoever to my person or property arising out of my participation in the Activities, including but not limited to, losses caused by the negligence of the Released Parties.

3. I agree that I will not sue, make any claim against, maintain an action against or recover from the Released Parties for any injuries, death, permanent disability (including paralysis), loss or damage to my person or property sustained as a result of my participation in the Activities. I agree to indemnify and hold the Released Parties harmless from all claims, judgments and costs, including court costs and attorneys' fees, incurred in connection with any action brought as a result of my participation in the Activities. This includes any claims for indemnity or contribution brought against the Released Parties.

4. I hereby expressly recognize that this Agreement and Release of Liability is a valid, enforceable contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in the Activities.

5. This Assumption of Risk and Release of Liability Agreement covers my current visit as well as any future visit to the premises located at Sopris Mountain Ranch.

I have read and fully understand the terms and contents of this Agreement and Release of Liability. I sign it freely and voluntarily, realizing it is binding upon myself, my heirs, next of kin, successors and assigns.

By: _____ Date Signed: _____