

Mustang Mountain Coaster LLC Assumption of Risk, Release of Liability, and Indemnity "Agreement" FORM A

The purpose of this "Assumption of Risk, Release of Liability, and Indemnity Agreement" (this "Agreement") is to release the "Released Parties" from any and all liability for personal injury or wrongful death arising from the participation of the "Participant" or person executing this Agreement in the "Activities," including but not limited to liability arising from the negligence of "Released Parties."

"Released Parties" means, but is not limited to, Mustang Mountain Coaster LLC, Horseless Trail Rides LLC, Sombrero Stables LLC, Yakutat Land Company, Luke Sky LLC, and each of their parents, insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any "Activity" sponsors.

"Activity" and "Activities" mean participation in, or involvement with, the mountain coaster, horses, cattle and/or equipment of Released Parties; including access to the property, participation in gatherings, parties and any other events offered by Released Parties or their sponsors; and/or using for any purpose the Released Parties' area, property, facilities, buildings, features, amenities, busses, shuttles, parking lots, sidewalks or equipment.

"Me", "Myself", and "I", means the adult, being at least 18 years old, who is accepting these terms on behalf of Myself and, if applicable a Minor for whom I have purchased a ticket. "Minor" means the minor Participant. The person actually taking part in the Activity is referred to as "Participant."

In consideration of being allowed to participate in the Activities, on behalf of Myself and all other Participant(s), I agree as follows:

1. Participating in the Activity is hazardous and involves the risk of physical injury or death. The dangers and risks of the Activities include, but are not limited to falling; slick or uneven surfaces; severed limbs on the track; surface and subsurface conditions; condition of man-made facilities; downed timber and other forest growth on or near the track; equipment failure, malfunction, or misuse; collisions or encounters with other sleds; adverse weather; and limited access to and/or delay of medical attention. I acknowledge that the description of the dangers and risks listed above is not complete and that participating in the Activity may include other risks, including, but not limited to the acts, omissions, representations, or negligence of Released Parties.

2. The Mountain Coaster is an operator-controlled device. It is the rider's obligation to maintain control at all times while riding the Mountain Coaster. The Mountain Coaster has additional risks including but not limited to failure to properly control rider's speed, misuse of equipment, mechanical failure, failure of an employee to properly instruct rider or operate equipment, collisions with other riders, livestock or wildlife, failure to keep limbs, clothing and any loose items inside the coaster car at all times (which may result in severed limbs or other injury).

3. By signing this Agreement, I, on my own behalf and, if applicable, on behalf of Minor Participant(s), acknowledge the risks and dangers associated with the Activities and agree to (1) assume any and all risks of injury or death to Participant resulting from participation in any Activity; (2) waive, release, and not sue or file any claims against Released Parties that are based on, arise or result from, in whole or in part, participation in any Activities;

including, but not limited to negligence, premises liability or breach of contract; and (3) indemnify, defend, and hold harmless the Released Parties from and against any suits, claims or demands, including legal fees and expenses, whether or not in litigation, arising out of, or related to, Participant's(s') participation in the Activity.

4. I give Released Parties permission to take and use photographs or recordings of Participant taken during an Activity and use and sublicense such material for any purpose in print, advertisements, films or videos and on line and broadcast presentations of any sort.

5. I authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation.

6. By accepting this Agreement on behalf of any Participant(s) other than Myself, I represent that I am entitled to execute this Agreement as either the parent or legal guardian of the Participant or that I have been given the express authority and permission from another adult Participant(s) to accept the terms of this Agreement on each of their behalf, and that by doing so, I am agreeing to be personally responsible for any claims brought by such other Participant, should they refuse to accept the terms of this Agreement.

7. PASSES AND TICKETS DO NOT GUARANTEE ACCESS. RELEASED PARTIES RESERVE THE RIGHT TO REFUSE OR DENY ENTRY OR PARTICIPATION IN THE ACTIVITIES AT THEIR SOLE DISCRETION FOR HEALTH, SAFETY OR OTHER REASONS.

8. This Agreement will apply for every day a Participant engages in any Activity without requiring Me or Participant to sign an additional Agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, and signed by the Released Parties' authorized representative. This Agreement shall be governed by Colorado law, without regard to conflicts of law principles. Should any claim or lawsuit be filed, notwithstanding the terms of this Agreement, exclusive jurisdiction shall be in state court in Larimer County, Colorado. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the fullest extent permitted by law. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND ACCEPT IT, ON BEHALF OF MYSELF AND (IF APPLICABLE) THE MINOR PARTICIPANT, WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, BY SIGNING BELOW. IF THERE IS NO SIGNATURE BELOW, I ACCEPT THE TERMS OF THIS AGREEMENT BY VIRTUE OF MY PARTICIPATION IN THE ACTIVITIES.

PRINTED NAME _____

SIGNATURE _____

DATE _____