

McKee Operations, LLC
DBA
Lost Miner Ranch and Equestrian Center

LIABILITY RELEASE

In consideration for being permitted by McKee Operations, LLC d/b/a Lost Miner Ranch and Equestrian Center ("Lost Miner") to use the facilities, including any pasture, arena or other area (the "Facility"), I, the undersigned, agree as follows:

DIRECT LOSS TO PERSONAL PROPERTY WARNING: I agree that while at the Facility, direct loss, damage, theft, or injury to my horse(s), tack, equipment, trailer, and other personal property is not covered by Lost Miner insurance. Lost Miner Ranch is not liable or otherwise responsible for any stolen, converted, lost or damaged personal property or any injury to my horse(s).

INHERENT RISKS AND ASSUMPTION OF RISK: I acknowledge there are inherent risks associated with equine activities such as described below, and hereby expressly assume all risks associated with participating in such activities including being on the premises of such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to the animal itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. It is impossible to identify every risk associated with equine activities. I acknowledge that equine activities include other risks beyond those specifically identified. All of these risks may result in serious bodily injury, permanent bodily and/or the death of the participants or spectators. I acknowledge all of these risks and hereby expressly assume such risks.

RISK OF LOSS AND STANDARD OF CARE: During the time that my horse(s) is/are in custody of Lost Miner, Lost Miner shall not be liable for any sickness, disease, stray, theft, death or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the owner or any participant or spectator may receive at the Facility.

I understand and acknowledge that horseback riding and working around horses in general is an inherently dangerous activity, which can result in property damage and serious personal injury or even death, and that horses are particularly susceptible to the experience of their owners and riders and the manner in which their owners and riders handle them.

I also understand that Lost Miner Ranch will not teach me to ride or transport or board my horse on their property without fully releasing them from any and all legal responsibility and it is the purpose of my signing this release form to induce Lost Miner Ranch to permit me to keep my horse/horses and receive instruction on its property and I expressly recognize that it is changing its position in reliance upon my signing of this waiver based on my responsibility in connection with my participation in the sport of horseback riding. In consideration for my signing this form, Lost Miner is agreeing to extend to me the use of its Facility.

The Facility has various conditions that are dangerous, especially when involved in equine activities. I will fully inspect the Facility prior to each use by myself and my guests to ensure that I am fully apprised of all latent conditions and other dangerous or otherwise hazardous conditions and acting in such a way as to avoid any such conditions, dangers and hazards. I will ensure my guests are fully apprised of all latent conditions and other dangerous or otherwise hazardous conditions and will ensure that they act in such a way as to avoid any such conditions, dangers and hazards.

Therefore, in consideration of the permission extended me by Lost Miner Ranch and Equestrian Center for the use of their stables and property, TO THE FULLEST EXTENT PERMITTED BY LAW, I DO HEREBY FOR MYSELF AND MY EXECUTORS, ADMINISTRATORS, HEIRS AND ASSIGNS WAIVE, RELEASE, HOLD HARMLESS AND AGREE TO INDEMNIFY LOST MINER, ITS OFFICERS, AGENTS, AND EMPLOYEES, AND BODE AND GAELAN MCKEE FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, SUITS AND ANY LEGAL LIABILITY OF ANY KIND INCLUDING CLAIMS FOR NEGLIGENCE AGAINST BODE OR GAELAN MCKEE OR LOST MINER, IN ANY WAY ARISING FROM OR RELATING TO: (1) ANY PERSONAL INJURIES, DAMAGE TO PROPERTY AND THE CONSEQUENCE THEREOF WHICH OCCUR DURING MY PERSONAL USE OF THE FACILITY OR THAT OF MY GUESTS OR ANY OTHER PERSON THAT I MAY BRING THERE, (2) RIDING INSTRUCTION, RIDING, PASTURING, BOARDING, OR THE TRANSPORTATION OF MY HORSE(S), (3) ANY EQUINE ACTIVITIES, (4) THE EQUINE ACTIVITIES OF OTHERS TO THE EXTENT THAT I SUFFER INJURY OR DEATH, THAT MY PROPERTY IS DAMAGED, OR THAT MY GUESTS ARE INJURED OR SUFFER DEATH, (5) INJURY, DEATH OR PROPERTY DAMAGES TO OTHERS CAUSED BY MY ACTIONS OR MY HORSE(S), AND (6) MY FAILURE, AND THAT

OF MY GUESTS, TO FULLY INSPECT ALL AREAS OF THE FACILITY PRIOR TO THEIR USE TO ENSURE THAT I AM FULLY APPRISED OF ALL LATENT CONDITIONS, HAZARDS AND OTHER POTENTIAL DANGERS THAT MAY CAUSE INJURY OR DEATH OF MYSELF OR MY GUESTS OR MY HORSE(S).

WARNING:

Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS LIABILITY RELEASE AND ANY OTHER DOCUMENT, INCLUDING ANY BOARDING AGREEMENT I MAY HAVE WITH LOST MINER, I UNDERSTAND AND AGREE THAT LOST MINER IS NOT IN ANY WAY WAIVING THE FULL PROTECTIONS OF COLORADO'S EQUINE ACTIVITY STATUTES INCLUDING C.R.S. § 13-21-119 NOR IS LOST MINER ASSUMING LIABILITY FOR ANY INJURY, DEATH, LOSS OR OTHER DAMAGE RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

This liability release shall be construed to be as fully enforceable as legally permissible. In the event any provision, or portion thereof, is unenforceable for any reason, the remainder of the provisions and portions thereof, shall be fully enforced and this liability release shall be construed so as to provide the most protections, waivers, releases, indemnifications and hold harmless in favor of Lost Miner Ranch, its officers, agents, and employees as is legally permissible. If I have also signed a boarding agreement with Lost Miner, this liability release shall supplement such boarding agreement and Lost Miner shall receive the maximum protections possible under both documents.

In the event of any dispute, including any legal action, arising out of or relating to this Liability Release, Lost Miner shall be entitled to recover its reasonable attorney's fees and costs from me, including all expert witness fees, costs of appeal, costs of collection, and attorney's fees in appeal and collections.

I understand and acknowledge that various persons and entities offer lessons, clinics and other events at the Facilities. I acknowledge, recognize and agree that these persons are not officers, agents, or employees of Lost Miner. I agree that Lost Miner is not liable for the actions, inactions, negligence, gross negligence or other tortious conduct (intentional or otherwise) of these persons and companies that are providing such lessons, clinics and other events at the Facilities. I hereby waive, release and disclaim any claim, cause of action, debt demand or other liability, and agree to hold harmless and indemnify, Lost Miner from any injury, death, loss, or other damage that I suffer or otherwise receive arising out of or relating to any action, inaction, negligence, gross negligence or other tortious conduct (intentional or otherwise) of any such persons or entities providing lessons, clinics or other events at the Facilities. Lost Miner does not certify or approve such persons or entities nor is Lost Miner providing any approval or recommendation to use such individuals or entities or their service.

Double M, LLC, a Colorado limited liability company is an intended third party beneficiary of this Liability Release and shall receive the full protections, benefits, privileges, indemnifications, hold harmless, and any other waivers of liability provided hereunder as if it were Lost Miner.

I HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE AND BEING OF SOUND MIND AND AN ADULT, ACKNOWLEDGE THE SIGNING HEREOF TO BE MY FREE ACT AND DEED WITH FULL KNOWLEDGE OF ITS MEANING AND CONTENT.

Printed Name: _____ Date of Birth: _____
Signature: _____ Date: _____
Address: _____
Phone number: _____ Alternate Phone Number: _____
Emergency Contact: _____ Phone Number: _____

I AM SIGNING THIS ON MY OWN BEHALF AND ON BEHALF OF THE FOLLOWING PERSONS UNDER THE AGE OF 18 OF WHOM I AM THE PARENT OR LEGAL GUARDIAN:

Child 1: _____
Child 2: _____
Child 3: _____
Child 4: _____
Child 5: _____

I UNDERSTAND THAT ENGAGING IN EQUINE ACTIVITIES WITHOUT A HELMET EXPOSES PARTICIPANTS TO INCREASED RISK OF PERMANENT BODILY INJURY OR DEATH. A HELMET IS REQUIRED FOR ALL PERSONS UNDER 18 UNLESS I SPECIFICALLY ACKNOWLEDGE HERE THAT A HELMET IS NOT REQUIRED FOR THE CHILDREN IDENTIFIED ABOVE. DO YOU OPT OUT ON BEHALF OF THE CHILDREN IDENTIFIED ABOVE OF THE OBLIGATION TO WEAR A HELMET KNOWING THAT IT MAY CONTRIBUTE TO THEIR PERMANENT BODILY INJURY OR DEATH? _____ IF YOU WILL NOT REQUIRE A HELMET, WRITE "YES" IN THE BLANK PROVIDED.

Signature of parent or guardian: _____ Date: _____