Acknowledgement of LK Ranch RFW Rules and Waiver of Liability Form

We have read and understand the LK Ranch rules. By signing below, we agree to abide by all ranch rules and applicable state or federal laws. We further understand that violation of ranch rules, state or federal laws may result in the immediate revocation of my RFW license, hunting privileges on the Ranch, any current or future access on the Ranch, and that we may be prohibited from applying for any Ranching for Wildlife license for any Ranch in the future.

THE UNDERSIGNED (Print name) ________________________ (hereinafter referred to as "Indemnitor"), for and in consideration of the grant of permission by the Klinglesmith family on the LK Ranch RFW property ("LK Ranch"), to access LK Ranch’s lands located in Rio Blanco County, Colorado, for hunting does hereby agree to waive, release and indemnify the LK Ranch, its agents, owners and employees from any and all costs, damages or claims which may arise through personal injury or damage to property of Indemnitor or third persons and which is connected in any way with Indemnitor’s use of LK Ranch’s properties. Indemnitor acknowledges and agrees that (s)he is aware that the condition of LK Ranch lands generally are unimproved and that the unsupervised recreational activities in which Indemnitor intends to engage on said lands are, in their own right, hazardous activities. Indemnitor therefore assumes all risk of damage, bodily injury or death which might arise from said activities.

Further Indemnitor acknowledges and agrees to the following terms and conditions of access:

1. Access to LK Ranch lands is limited to the period specified on the RFW hunting license.

2. Indemnitor hereby consents and authorizes LK Ranch and/or CDOW to obtain emergency medical treatment for Indemnitor should he/she sustain any injury while participating in this special recreational activity upon the LK Ranch properties.

3. We acknowledge that participation in the RFW program involves certain dangers, including, but not necessarily limited to, those associated with the discharge of firearms and other hunting activities, the risks of which we assume, and which include, but are not necessarily limited to, injury or death.

4. We do hereby COVENANT NOT TO SUE the LK Ranch, State of Colorado, the Division of Wildlife and all other departments, agencies, commissions, boards, institutions, officials, employees, agents of the State and participating sponsors, any other private landowners and volunteers and agree to INDEMNIFY, SAVE AND FOREVER HOLD THEM AND EACH OF THEM HARMLESS from any liability, and do hereby WAIVE any and all claims, demands, actions or causes of actions against them or each of them arising out of or related in any way to our participation in the RFW Program, whether said claim, demand, or cause of action arises from the negligence of the LK Ranch, other private landowners, or any other departments, agencies, officials, employees or agents of the landowners, or from any other cause.

5. We do hereby ASSUME ALL RISK of loss, damage or injury to our person or our property, including death, arising out of or related in any way to our participation in the LK Ranch RFW Program.

6. This RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS shall be binding upon us and our heirs, executors, administrators, personal representatives, successors and assigns, and shall inure to the benefit of the LK Ranch, State of Colorado, the Division of Wildlife and all other departments, agencies, commissions, boards, institutions, officials, employees, agents of the landowners or State or participating sponsors, any other private landowners and volunteers, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

The undersigned have read and understands the foregoing, and has voluntarily signed this Assumption of Risk Agreement and Release of Liability.

PRINTED NAME OF HUNTER ________________________

SIGNATURE OF HUNTER ________________________

DATE ________________________

PRINTED NAME OF COMPANION ________________________

SIGNATURE OF COMPANION ________________________

DATE ________________________