

Release, Waiver and Discharge of Liability Agreement

I, the undersigned Visitor, in consideration for being given permission by Cherokee Ranch & Castle Foundation ("CRCF") for me to engage in certain recreational activities ("Permitted Activities") on private property owned by CRCF with the street address 6113 N. Daniels Park Rd. Sedalia, CO 80135, 5036 US Highway 85, Sedalia, CO 80135 and 5490 US Highway 85, Sedalia, CO ("CRCF Property"), understand and agree as follows:

During any and all of my activities on CRCF Property I understand that I may be seriously injured or could sustain injuries resulting in loss of life.

Areas where I may be present and engaged in Permitted Activities may have hazards, such as loose rocks, steep hills, native wildlife, livestock and hazards, known or unknown, that exist as part of the natural state of CRCF Property or otherwise.

There are no facilities or personnel available on CRCF Property for treating injuries I may sustain while I am on CRCF Property.

Permitted Activities are hiking, skill building day camps, horseback riding, snowshoeing, mountain biking, gardening and running, all on established trails/roads and any other activities for which I have requested and received specific permission from CRCF.

In full acknowledgment of the dangers that may be involved, I agree to assume any and all risks of bodily injury, illness, death, and/or personal property damage or theft, regardless of whether such risks are known or unknown to me, CRCF or any other person.

I understand that this permission is granted only for the day. For any other days I must obtain permission again. However, this agreement shall be kept on file, is ongoing and shall apply to permission by CRCF for any subsequent visits by me to CRCF Property. Permission granted herein may be revoked by CRCF at any time, in its sole discretion, upon notice to me.

In consideration for the permission granted herein, I hereby WAIVE, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS CRCF, its officers, directors, employees, volunteers and agents and their respective successors and assigns, (collectively the "CRCF Parties") from and against any and all liability, claims, damages, causes of action and demands of whatever kind or nature, either at law or in equity, which arise out of or are related to my presence on CRCF Property. I understand and agree that this agreement irrevocably discharges the CRCF Parties from any liability or claim that I may have against the CRCF Parties with respect to and without limitation bodily injury, illness, death, and/or personal property damage or theft, arising out of or related to my presence on CRCF Property. I expressly agree that this waiver, release and discharge is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, which laws shall govern this agreement. I further agree that I shall INDEMNIFY, DEFEND and HOLD HARMLESS the CRCF Parties from and against any and all liability, claims, damages, causes of action and demands of whatever kind or nature, either at law or in equity, including, without limitation, attorneys' fees and costs, as and when incurred, arising out of or related to my presence on CRCF Property, unless solely caused by the CRCF Parties' gross negligence or willful misconduct.

In addition, I agree to at all times follow CRCF's rules for visitors on CRCF Property ("CRCF Rules"), attached hereto and made a part hereof, as they may be revised and supplemented from time to time. I further agree that while on CRCF Property I shall provide for myself and, as appropriate, wear or have available to me proper clothing and safety equipment, including, but not limited to, a helmet, appropriate hiking gear, drinking water, cell phone and weather-appropriate clothing.

Visitor Printed Name:		*	Visitor Signature:
Legal Guardian Name:			Signature:
	(If Visitor is under age of 18)		
Date:		Phone:	Email

*If the named person is a minor or is otherwise unable to sign and be bound by this agreement, the signature of the person's legal guardian, who must be present, is required.



CRCF Rules Attached to Release, Waiver and Discharge of Liability Agreement

Attached to Release, waiver and Discharge of Liability Agreement
Pack out everything that you pack in. Do not leave behind trash or waste of any kind upon leaving CRCF Property.
No motorized vehicles other than those parked in established parking areas and driven on existing roads and driveways
Stay on established trails
No smoking on CRCF Property, including, without limitation, in personal vehicles
No firearms or weapons
No illegal substances or hazardous materials
Daylight activities only - No overnight camping
No alcoholic beverages
No open flames, fires, fireworks or candles
No feeding or harassing wildlife
No pets
No entry beyond locked gates or posted no entry or no trespassing areas
No wood cutting or collecting fallen trees or tree limbs
No removal of anything from CRCF Property including, without limitation, rocks, fossils, seeds, wildlife artifacts, flowers and plants
Do not staple, nail, tape, glue or otherwise attach any signs, banners or other materials to any part of CRCF Property
By signing below I hereby acknowledge that I have read, understand and agree to strictly comply with the above CRCF Rubwhich may be revised and supplemented from time to time.
Visitor Printed Name:Visitor Signature:
Legal Guardian Name:Date:
In case of Emergency, please contact:

Name ____

Phone Number (s):