

**THE GHOST TOWN CLUB OF COLORADO, INC. RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING, AND
INDEMNIFICATION AGREEMENT.**

READ THIS CAREFULLY, IT AFFECTS YOUR LEGAL RIGHTS.

Express assumption of risk, complete release / waiver, agreement not to sue and indemnity agreement. The Ghost Town Club of Colorado, Inc. ("GTC") provides opportunities for individuals to participate ("Participant") in activities as described herein ("Activity" or "Activities"). This Activity can involve strenuous physical activity and may place you or your child in physically, emotionally, and mentally stressful situations. It is important that all Participants be in general good physical condition, particularly their respiratory and circulatory systems. Due to the level of exertion involved, anyone with health concerns should not participate. Consult your physician before participating in any physical program. Please understand that Participants risk physical injury (from minor sunburn, frost bite and bruises to broken arms and legs), undergoing mental or emotional stress, and/or injury resulting in death. In return for being allowed to participate in this Activity, the undersigned individual or undersigned child as Participant(s), and his or her parent or guardian, for themselves, their heirs, their assignees, and legal representatives, hereby expressly represent and agree to:

1. Participant represents and warrants that they are of lawful age, duly authorized, competent, not under the influence of drug(s), substance(s) or alcohol, and that there are no impediments or reasons why Participant lacks capacity to enter, by Participant's free will, into this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING, AND INDEMNIFICATION AGREEMENT.
2. Participant acknowledges and agrees that transportation by motor vehicle over roads and trails poses hazards, including the risk of physical injury or death ("**Travel**").
3. Participant acknowledges and agrees that the process of loading and unloading passengers and/or equipment into and out of a motor vehicle poses hazards, including the risk of physical injury or death ("**Loading and Unloading**").
4. Participant acknowledges and agrees that sites of historical interest in Colorado and associated activities (including but not limited to walking, tripping, falling, exploring, and hiking) pose additional hazards and risks, including risks of physical injury or death ("Site Visits").
5. Participant acknowledges and agrees that their participation in Travel, Loading and Unloading, and Site Visits ("**Activity**," "Ghost Town Activity," "GTC Activity," or "**Activities**") is wholly voluntary and not necessary or essential to their wellbeing.
6. Participant acknowledges and agrees that exposure to COVID-19 or other diseases or sickness is an inherent risk of the Activity. Participant agrees it is his or her responsibility to (1) follow all instructions, signage, warnings, and guidelines; (2) stay home if sick or experiencing symptoms of any sickness; (3) if required, wear a face covering and maintain at least 6 feet physical distancing from other guests; and (4) wash and sanitize hands frequently.

7. PARTICIPANT EXPRESSLY ASSUMES ALL INHERENT DANGERS AND RISKS OF THE ACTIVITY.

8. PARTICIPANT EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL ADDITIONAL RISKS AND DANGERS THAT MAY RESULT IN PROPERTY DAMAGE, PHYSICAL INJURY, EMOTIONAL INJURY, MENTAL INJURY AND/OR DEATH THAT MAY BE ABOVE AND BEYOND THE INHERENT DANGERS AND RISKS OF THE ACTIVITY, INCLUDING BUT NOT LIMITED TO: Falling or loss of balance; icy, slick or uneven surfaces; wildlife or unleashed dogs; avalanches, cornices and crevasses; collisions with natural or man-made objects, other people, snowmobiles and other motor or over-snow vehicles; hidden holes, hidden cavities, hidden dangerous objects, tree wells, and stumps; downed timber and other forest growth; rocks, mining tailings, rock waste or debris, mines, ponds, underground tunnels or accessways, drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles, equipment, all facilities and structures associated with an event including all ghost towns, old historic sites and towns, railroad operations, mining operations, and related activities; unmaintained or

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unmarked trails/roads or trail obstructions; all facilities, both private and public, associated with an event including but not limited to a restaurant, visitor center, meeting parking lot or comparable area, or similar facility; the negligence or failure of Participant, other Participants, landowners, employees, or other guests to act safely or within their own ability, including failure to stay within designated areas and comply with signage; exposure to gas, dust, fumes or other airborne emissions; toxic or hazardous material of any kind; falling snow or ice from natural or man-made sources; wildfires; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from vehicles or buildings, varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; injury sustained by animals including but not limited to pets of a Participant; limited access to and/or delay of rescue efforts or medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, other sickness, or frostbite; the use of alcohol or drugs by co-participants and the risks associates with such activities, and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT AND MINOR UNDER PATICIPANT'S SUPERVISION TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

9. In consideration for allowing Participant to participate in the Activities, **PARTICIPANT AGREES**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY FOR ALL COSTS, EXPENSES, DAMAGES, FEES, AND ATTORNEYS FEES, AND AGREE NOT TO SUE** The Ghost Town Club of Colorado, Inc., a Colorado not-for profit corporation, and any officer, director, member, personnel, or agent of The Ghost Town Club of Colorado, Inc., any predecessor or successor of The Ghost Town Club of Colorado, Inc., any Co-Participant in the Activities, or any owner of land or real property, or mining claim, on which the GTC Activity or Activity and its related events and conduct may be conducted (the "Released Parties"), **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH PARTICIPANT (OR PARTICIPANT'S FAMILY MEMBER, GUEST, OR PET) MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE, OMISSIONS, OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.** Landowner, as referenced and defined above, shall further include the shareholders, partners, officers, employees, agents, spouses, heirs, lessees, tenants, and permittees of any landowner.

10. PARTICIPANT ALSO AGREES TO INDEMNIFY, HOLD HARMLESS AND AGREE TO DEFEND, THE GHOST TOWN CLUB OF COLORADO, INC., AND ANY ITS OFFICERS, DIRECTORS, MEMBERS, PERSONNEL, OR AGENTS, , FROM AND FOR ANY AND ALL CLAIMS FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, ARISING IN WHOLE OR IN PART FROM THE PARTICIPANT'S PARTICIPATION (OR THE PARTICIPATION OF PARTICIPANT'S FAMILY, GUEST, OR PET) IN THE GTC ACTIVITY OR ACTIVITIES, In other words, if a Participant and/or anyone on a Participant's behalf, or any member of the public, files any lawsuit or brings any claim for injury or damage against any Released Party due in whole or in part to my participation in The Ghost Town Club, Inc. Activity or Activity, or due in whole or in part to a pet that I may bring on The Ghost Town Club, Inc. Activity or Activity, the undersigned Participant will be required to pay back to the Released Party all sums of money incurred by or paid by or on behalf of any of the Released Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

11. In further consideration for allowing Participant to participate in the Activities, **PARTICIPANT FURTHER RELEASES AND GIVES UP ANY AND ALL CLAIMS AND RIGHTS THAT PARTICIPANT MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH PARTICIPANT IS NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

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12. PARTICIPANT CERTIFIES THAT PARTICIPANT AND ANY PARTY, INCLUDING CHILDREN, THAT PARTICIPANT IS RESPONSIBLE FOR, HAVE SUFFICIENT SKILL AND FITNESS TO PARTICIPATE IN THE ACTIVITIES OFFERED BY GTC. PARTICIPANT FURTHER CERTIFIES THAT PARTICIPANT AND ANY OTHER PARTY, INCLUDING CHILDREN, THAT PARTICIPANT IS RESPONSIBLE FOR, HAVE NO MEDICAL, MENTAL OR PHYSICAL CONDITIONS WHICH COULD INTERFERE WITH PARTICIPANT'S SAFETY OR ABILITY TO PARTICIPATE IN THESE GTC ACTIVITIES, AND PARTICIPANT CERTIFIES THAT THEY ARE WILLING TO ASSUME AND BEAR THE COST OF ALL RISKS THAT MAY BE CREATED, DIRECTLY OR INDIRECTLY, BY ANY SUCH CONDITION. PARTICIPANT FURTHER CERTIFIES THAT PARTICIPANT AND ANY PARTY, INCLUDING CHILDREN, THAT PARTICIPANT IS RESPONSIBLE FOR, HAVE ADEQUATE INSURANCE TO COVER ANY INJURY, DAMAGE OR EMERGENCY TRANSPORTATION OR SEARCH AND RESCUE COSTS THAT PARTICIPANT AND ANY PARTY, INCLUDING CHILDREN, THAT PARTICIPANT IS RESPONSIBLE FOR, MAY CAUSE OR SUFFER WHILE PARTICIPATING IN THE GTC ACTIVITIES, OR ELSE AGREE TO BEAR THE COSTS OF SUCH INJURY, DAMAGE OR EMERGENCY TRANSPORTATION COSTS THEMSELVES.

13. PARTICIPANT AGREES THAT PARTICIPANT IS RESPONSIBLE IN THE EVENT GTC DEEMS IT NECESSARY TO ADMINISTER EMERGENCY FIRST AID OR CPR, OR TO REMOVE PARTICIPANT FROM THE ACTIVITIES, PREMISES AND FIELD TO SEEK EMERGENCY MEDICAL CARE, AND HEREBY GIVE GTC PERMISSION TO ADMINISTER EMERGENCY FIRST AID OR CPR, SECURE EMERGENCY TRANSPORT OR MEDICAL CARE, AND DISCLOSE ANY MEDICAL INFORMATION THAT GTC MAY HAVE ABOUT PARTICIPANT TO ANY HEALTH CARE PROVIDER WHICH MAY BECOME INVOLVED IN PARTICIPANT'S CARE, TREATMENT OR REMOVAL FROM THE ACTIVITIES, PREMISES OR FIELD. PARTICIPANT HERBY RELEASES GTC AND ANY RELEASED PARTIES FROM ANY CLAIM WHATSOEVER ON ACCOUNT OF FIRST AID, TREATMENT OR SERVICE WHICH MIGHT BE RENDERED TO PARTICIPANT DURING, OR BECAUSE OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES AS REFERENCED ABOVE OR OTHERWISE.

14. PARTICIPANT ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITIES OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

15. BY SIGNING ON BEHALF OF A MINOR/INFANT OR OTHER PARTICIPANT, UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN ON THE OTHER PARTICIPANT'S BEHALF and/or ARE THE PARENT OR LEGAL GUARDIAN OF THE MINOR/INFANT PARTICIPANT and acknowledge that such other Participant is bound by all the terms and conditions of this Agreement. I understand that the minor/infant or other Participant would not be permitted to take part in any of the Activities unless I agree to the terms and conditions of this Agreement, and agree to the application of the terms and conditions of this Agreement to such minor/infant Participant or other Participant that the undersigned represents they are authorized to sign on behalf of. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old.

16. I understand that this Agreement will apply for each and every day Participant participates in the Activities. I understand that this Agreement is a contract and not mere recitals, and, to the fullest extent permitted by law, shall be binding on Participant and Participant's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

17. Participant represents that this Agreement, and its terms and conditions, are intended to be as broad and inclusive as is permitted by the laws of Colorado and includes, but is not limited to, any claims of negligence, breach of contract, strict liability and claims for bodily injury, sickness, death, property damage, or other loss.

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18. Separation clause: if one part of this Agreement is found void, all other parts of this Agreement stand separate and remain valid.

19. Choice of forum clause: any dispute concerning this Agreement or matter associated with the Agreement shall be governed by the laws of the State of Colorado.

20. I have been informed of the nature of this Activity and its inherent risks and have read and understand the terms and conditions of this Agreement. I understand that by making this Agreement of release, indemnification, and waiver, I surrender valuable rights. I do so freely and voluntarily and request that I and/or my child be permitted to participate in the Activity subject to the terms and conditions of this Agreement.

21. Photo release: I hereby give full consent to GTC to copyright, publish or use for promotional, educational, or marketing purposes, any photos, videos, likeness of my or my child's name. I understand these photos and/or videos may be used for publications, displays or promotional, educational, or marketing materials for GTC. **By initializing, I acknowledge that I would NOT like GTC to take and use a photo or video of myself or child: ____.**

THIS IS A LEGAL DOCUMENT – PLEASE READ BEFORE SIGNING.

Participant: _____(signature)

Name: _____

Emergency Contact Name: _____ **Phone #** _____

As Guardian of: _____(if applicable)

Address: _____

Date: _____