

CAPELLA RANCH LLC

THIS IS A RELEASE AND INDEMNIFICATION AGREEMENT

WARNING:

Under Colorado Law, there is no liability for the death of or injury to a participant in an agricultural recreation or agritourism activity resulting from the inherent risks of the agricultural recreation or agritourism activity, pursuant to Section 13-21-121, Colorado Revised Statutes.

The warning immediately above pertains to recreational activities such as farm tours and farming experiences. A participant has the sole responsibility for knowing the range of that person's ability to participate. Inherent risks include, but are not limited to, varied degrees of skill and experience of participants, the potential of other participants to act in a negligent manner, the nature of the activity including remote location(s), certain hazards such as ground conditions, surface grade, weather conditions, altitude, fire, and wildlife and animal behavior, becoming lost, and equipment complexity or malfunction. The participant expressly assumes the risk and legal responsibility for any property damage or damages arising from illness, personal injury or death that results from participating in the activity or activities. It is not possible to eliminate the risk to participants.

Capella Ranch LLC ("Capella Ranch") experiences require the participant to be able to walk at least ¼ mile up and down hills and across uneven terrain. The following are examples of dangers that may be present on the property: bees, wasps, allergens, uneven terrain, variable weather, tools and equipment, soil, substances used for fertilization and control of pests, farm animals such as goats, sheep, chickens, honeybees, and ducks, wild animals such as rabbits, wasps, snakes, foxes, and coyotes, and freshly harvested vegetables and herbs that require washing prior to consumption.

Capella Ranch Bee Huts

The Capella Ranch Bee Hut experience consists of physically entering a small cedar-lined building that may have up to four active beehives inside. The beehive space is separated from the participant space by a heavy metal screen; however, it is possible that bees or wasps may enter the participant space. Direct contact with bees is an inherent risk of this activity, and participants are responsible for knowing their reaction to bee and wasp stings. **IF YOU ARE ALLERGIC TO BEE OR WASP STINGS, DO NOT PARTICIPATE IN THIS ACTIVITY.** The Bee Huts are exposed to direct sunlight and the temperature in the huts is not controlled. Participants are responsible for monitoring their reaction to the temperature in the Bee Hut. Participants should be well-hydrated and should exit the Bee Hut if they experience any distress or if the temperature becomes uncomfortable for them.

For the safety of the participants and the bees, the Bee Huts are equipped with Ring Video Doorbells. While the participant is in the Bee Hut, they may use these doorbells to contact Capella Ranch staff, and the staff may use the video cameras in the doorbells to monitor activity and participant status. These doorbells rely on battery power and Wi-Fi connectivity and both power and connectivity may fail. As such, the participant should not exclusively rely on the doorbells to contact Capella Ranch staff; it may be necessary for the participant to exit the Bee Hut should they need assistance. Video recordings from the cameras are for safety and security purposes only and the recordings will not be used for any other purpose.

Capella Ranch Farm Tours

The Capella Ranch Farm Tour experience allows the participant to tour the property to observe and interact with farm animals. In addition to the inherent risks identified above, farm animals may have behaviors that may disturb some participants such as animals chewing on a participant's hair, clothing, or other objects, animals inadvertently biting fingers while being fed, chickens that peck, and participants stepping in animal manure.

Capella Ranch U-Pick Pumpkin Patch

The Capella Ranch U-Pick Pumpkin Patch experience consists of walking across uneven terrain that may be obscured from view by pumpkin vines. Pumpkin vines pose a tripping hazard, so please lift your feet while walking and step carefully. Pumpkin vines are thorny and we recommend that you wear gloves while you pick pumpkins. Wildlife, including snakes, might choose to cool themselves under pumpkin leaves so take a look before reaching under leaves and vines. Pumpkins can be heavy, so please ask for assistance if you are unable to lift a pumpkin.

BY SIGNING THIS FORM BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND HAS SIGNED THIS AGREEMENT AS A FREE AND VOLUNTARY ACT, AFTER HAVING THE OPPORTUNITY TO OBTAIN LEGAL COUNSEL IF DESIRED, AND WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION BY PERSONS OR PARTIES RELEASED OR THEIR REPRESENTATIVES, EXCEPT AS EXPRESSLY STATED HEREIN.

The undersigned, in consideration of being permitted to participate in farm tour(s) and growing and harvesting crop(s), to enjoy the farm facilities, and/or to participate in or attend any activity(ies) or function(s) associated with Capella Ranch no matter where occurring, on behalf of the undersigned's minor child (if applicable) and the undersigned's personal representatives, heirs, agents, assigns and successors agrees as follows: The undersigned represents that the undersigned is legally competent to execute this Agreement and accepts full responsibility therefore and assumes any risks associated therewith.

THE UNDERSIGNED:

1. FOREVER RELEASES, REMISES, WAIVES, ACQUITS, DISCHARGES AND COVENENTS TO NOT SUE Charles F. Peterson, Carolyn I. Peterson, Capella Ranch LLC, its owners, managers, members, officers, employees, volunteers, agents, sponsors, and landlords, hereinafter referred to as "Releasees," from any and all actions, causes of action, claims, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness and liabilities whatsoever in any form or on any basis, known or unknown, suspected or unsuspected, arising from or related to, directly or indirectly, the undersigned's participation.
2. AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS the Releasees against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred due to the participation by the undersigned, whether caused by any act or omission of the Releasees or some other cause.
3. ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, ILLNESS, DEATH AND/OR PROPERTY DAMAGE, whether caused by the Releasees or some other cause.
4. EXPRESSLY acknowledges and agrees that participation in Capella Ranch activities, agricultural recreation or agritourism activities may be dangerous and involves the risk of serious injury, illness or death and the risk of damage to personal property.
5. EXPRESSLY agrees that this Release and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado, that the laws of the State of Colorado shall govern this Release and Indemnification Agreement, and that if any portion hereof is declared invalid or becomes inoperative for any reason, the balance shall, notwithstanding, continue in full legal force and effect.

Name of Participant: _____

Is the Participant a minor child under 18 years of age? Yes No If "Yes", age of minor child: _____

Name of Parent¹ and relationship to the minor child:

Street Address: _____ City: _____ State: _____ Zip: _____ Additional address info: _____

Email address: _____

Please add me to the Capella Ranch email list: Yes No

Phone number: _____

Signature of Participant or Parent

Date

1. As used herein, "Parent" is defined in Section 13-22-107(2)(b), Colorado Revised Statutes.