



**COMPLETE RELEASE FROM LIABILITY
IN CASE OF INJURY OR LOSS,
WAIVER INDEMNITY AGREEMENT**

To be signed by each llama participant.
Please read completely
and provide initials where indicated, followed by signature on last page.

WARNING

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

This Complete Release From Liability in Case of Injury or Loss, Waiver Indemnity Agreement ("Release") is entered into by the undersigned in favor of **Jodi Nichols, Karl Niemann, and JK Hikes** and any and all agents, owners, members, managers, affiliates, employees, independent contractors, promoters, sponsors, other packers, llama owners, advertisers, sales persons, photographers, and volunteers that are in anyway associated with JK Hikes (collectively, "Released Parties"). In consideration of my being permitted by **the Released Parties** to participate in the rental of llamas, llama packing and/or llama activities, including, without limitation, the handling and care of llamas (whether or not with or without compensation to the Released Parties), I acknowledge and agree as follows:

1. **HAZARDOUS ACTIVITY.** I AM AWARE AND UNDERSTAND THAT THE RENTAL OF LLAMAS, LLAMA PACKING, LLAMA ACTIVITIES INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS, ARE INHERENTLY HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND I ASSUME ALL THE RISK THEREOF.

I am aware and understand that llamas are powerful, unpredictable, and potentially uncontrollable animals. All llamas, even those that are well trained and appear calm and docile, may and will, among other things, rear, kick, bite, or move uncontrollably without warning, and without apparent cause or in response to external stimuli (such as wind, weather, sound, or movement of people, other llamas, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger or reflex actions in the llama. I am aware and understand that serious, permanent bodily injury and disability or death of myself, or others within the vicinity of llamas, may result from the rental of llamas, llama packing, llama activities including, without limitation, the handling or care of llamas, or being in the vicinity of llamas, and that llamas and other property belonging to me or others may be, as applicable, killed, injured, or damaged.



I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE OR DEATH TO MYSELF AND TO ALL OTHER PERSONS, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION AND/OR LOSS OF MY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LLAMA, AND OTHER PERSONS' PROPERTY, INCLUDING, BUT NOT LIMITED TO, THEIR LLAMA, ARISING FROM THE RENTAL OF LLAMAS, LLAMA PACKING OR LLAMA ACTIVITIES INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS BY ME OR OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO BE INSTRUCTED IN THE PROPER METHODS OF HANDLING OR CARING FOR A LLAMA AND THAT I SHOULD WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES WHILE HANDLING OR CARING FOR A LLAMA AND THAT **AT NO TIME SHOULD I OR ANY PERSON EVER ATTEMPT TO RIDE A LLAMA**. IN ADDITION, I AGREE THAT ANY LLAMA ACTIVITY CONDUCTED OR SUPERVISED BY Jodi Nichols or Karl Niemann, AND/OR JK HIKES IS DONE AT MY OWN RISK.

I acknowledge that backcountry and wilderness travel to and from the camp sites and/or for day hikes have inherent risks, hazards, and dangers that cannot be eliminated, particularly in a wilderness environment in mountainous terrain. I understand that these risks, hazards, and dangers

include without limitation:

- (1) Risks arising from any activities in the areas that are not patrolled or policed, where road and/or trail conditions vary and are not maintained or controlled and are unpredictable and changeable, where obstacles are not marked and hazards may not be visible, where weather is changeable and unpredictable;
- (2) Risks involved in decision making and route finding in a wilderness environment in mountainous terrain and risks of getting lost and of not reaching the original planned destination;
- (3) Risks arising from travel and overnight stays at altitudes ranging from 8,000 feet to 11,700 feet and higher, above sea level, including without limitation, hypothermia, acute mountain sickness, high altitude cerebral edema, high altitude pulmonary edema, and other effects of altitude and altitude-related sickness, or weather unpredictabilities;
- (4) Such other risks, hazards, and dangers that are inherent in and integral to wilderness travel and outdoor activities such as hiking, horseback riding, bicycling, and motorized vehicle travel in a wilderness environment and/or mountainous terrain;
- (5) Risks arising from the use of remote areas with little or no communication systems in a wilderness environment in mountainous terrain.

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2. **AGREEMENT NOT TO SUE.** I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, PARENTS, SUCCESSORS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED PARTIES, and each of them, for any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or any other person as a direct or indirect consequence of my participation, or the participation of any other person, in the rental of llamas, llama packing and/or llama activities, including, without limitation, the



handling and care of llamas, whether caused by the negligence of any of the Released Parties or otherwise.

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3. **RELEASE.** On behalf of myself, my heirs, successors, parents, distributees, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation, or the participation of any other person in the rental of llamas, llama packing and/or llama activities, including, without limitation, the handling and care of llamas, whether caused by the negligence of any of the Released Parties or otherwise; provided that nothing in this Section 3 shall be deemed to release any Released Parties from liability arising from: (a) his own willful injury of me or any other person or any property, (b) his own fraud, or (c) his own violation of any law.

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4. **INDEMNIFICATION.** I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses (including, but not limited to, attorneys' fees) arising from or in connection with the injury, illness or death of myself or any person sustained or suffered as a direct or indirect consequence of my participation in the rental of llamas, llama packing and/or llama activities, including, without limitation, the handling and care of llamas, including, but not limited to, the damage, destruction, or loss of any of my or any person's property including, but not limited to llamas.

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5. **REPRESENTATIONS AND WARRANTIES.** I REPRESENT AND WARRANT THAT: (a) I HAVE READ THIS RELEASE CAREFULLY, AND I FULLY UNDERSTAND ALL OF IT'S TERMS AND PROVISIONS; (b) I AM 18 YEARS OF AGE OR OLDER, AND I AM LEGALLY COMPETENT TO ENTER INTO THIS RELEASE; (c) NO PROMISE, INDUCEMENT, OR AGREEMENT HAS BEEN OFFERED OR MADE TO ME IN CONNECTION WITH MY EXECUTION AND DELIVERY OF THIS RELEASE; AND (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AND INITIATIVE, AND OF MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTIES. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE AND BAR TO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND/OR ASSIGNS.

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6. **SEVERABILITY.** If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance

with its terms. I further agree that this Release is intended to be as broad and inclusive as is permitted by the law of Colorado.

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7. **PHOTOGRAPHY.** Photos and videos, including but not limited to all social media platforms, may be taken. I agree that the Released Parties have my permission to use photographs/videos of participants for marketing purposes. It is understood that no private data will be shared, and the Released Parties reserve the right to use said photos/videos for promotion.

_____ please initial

I HAVE READ and voluntarily signed this Release and further represent that I am informed about the subject matter of this Release and the rights I am waiving herein.

SIGNATURE PAGE FOLLOWS

Signature of customer

Printed name of customer

DATED

CHILD (UNDER THE AGE OF 18) MUST HAVE THIS AGREEMENT SIGNED BY THEIR PARENT OR LEGAL GUARDIAN.

I, the “parent” am signing on behalf of a “Child” as defined by section 13-22-107, Colorado Revised Statutes and as such I represent and warrant that I have the legal authority to execute this document on behalf of the “Child” and that I am the “parent” as defined by section 13-22-107, Colorado Revised Statutes of the “Child” and that I am making an informed and voluntary decision to execute and agree to this Release on behalf of the “Child” such that it is binding on the “Child” and me.

Signature of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian

DATED

PLEASE PRINT NAME OF CHILD (1) _____

PLEASE PRINT NAME OF CHILD (2) _____

MAILING ADDRESS of Parent/Legal Guardian

PHONE of Parent/Legal Guardian

