

**Crested Butte Wildflower Festival**  
For Events Taking Place in 2011  
**RELEASE AND WAIVER OF LIABILITY**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

1. WARNING: UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO § 13-21-119, COLORADO REVISED STATUTES.
2. I acknowledge that participation in horseback riding, is HAZARDOUS and involves a great risk of physical injury, including but not limited to, injuries caused by falling from a horse, experiencing sudden and unpredictable movements and forces, and those risks that result from the fact that horse, irrespective of its training and usual past behavior and characteristics may act or react at times based upon instinct or fear. I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THESE ACTIVITIES.
3. I further acknowledge that participation in bike riding, hiking, rafting, or any adventure expedition, sport or activity associated with the outdoors, which I have voluntarily applied to participate in, are HAZARDOUS and involve great risk of physical injury, including but not limited to injuries caused by falling from a bike, jeep or raft, or encountering wild animals. I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THESE ACTIVITIES.
4. I further acknowledge that the Crested Butte Wildflower Festival is held in a remote, high altitude, mountainous region; that natural hazards do occur and the climate can be extreme; that immediate medical attention may not be available; and tour guides may not be trained in emergency treatment. I assume liability for all risks associated with my participation in the Festival, including but not limited to, transport to and from events, and for my decision that I am mentally and physically able to participate in and complete any hike, bike ride, horse ride, rafting trip, flower tour, or any other Festival event.
5. Having read this waiver and understanding the risks involved in participating in Festival events, and in consideration of the agreement by the Crested Butte Wildflower Festival to allow me to participate in festival activities, I hereby release, discharge, hold harmless, and indemnify the Crested Butte Wildflower Festival, its affiliates, agents, contractors, officers, directors, employees, and volunteers, (collectively the "Released Parties") from any and all claims of liability or demand I might state as a result of physical injury, including death, sickness, disease, property loss or damage, or any other loss or damage of any kind, including, but not limited to attorney fees and costs, that may arise out of or in connection with my participation in the Festival, whether resulting from negligence or from some other cause, including those claims brought by a third party that I may cause.
6. This agreement is binding on my estate, heirs, administrators and assigns and shall be governed by the laws of Colorado. Exclusive jurisdiction and venue for any legal action shall be in the District Court or the Federal Court for the State of Colorado.

I give permission for the Crested Butte Wildflower Festival to publish any photo of me taken during a Festival event.

**I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AT LEAST 18 YEARS OF AGE.**

---

Participant: Signature

Printed Name

Date