

DESTINATION HOLDINGS, LLC
333 RIVER VALLEY RANCH DRIVE
CARBONDALE, COLORADO, 81623
970-963-0400

Waiver and Release of Liability

I. Waiver and Release of Liability

In consideration of my use of the real property and improvements located at 333 River Valley Ranch Drive, Carbondale, Colorado 81623 (the "Premises"), I, _____ [name of company or individual] hereby waive, release, and hold harmless Destination Holdings Barn, LLC and Destination Holdings, LLC (collectively, the "Company"), and its owners, officers, directors, employees, and agents for any injury or damage to me, to others, or to equipment, facilities, or other property, arising from any and all claims or causes of any kind or nature which result from my use of the Premises, if any, and whether caused by the negligent acts or omissions of the Company or otherwise. By signing this Waiver and Release of Liability, I am assuming *all* risks of the activities in which me or my agents, invitees, or licensees, and/or my equipment may be engaged in on the Premises, whether such activity and resulting injury, death or property damage is caused by the negligence of the Company, of third parties, or otherwise. By knowingly and voluntarily assuming all such risks, I intend to waive and give up my rights against the Company, both for myself and for my heirs, administrators, executors, and assigns.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING. THE INTENT OF THIS DOCUMENT IS TO EXTINGUISH LIABILITY.

II. Hold Harmless and Indemnification

I further agree to hold harmless and indemnify the Company and its respective owners, officers, directors, employees, and agents against any and all claims of loss, damage, cost, or expense of any kind whatsoever, including attorney's fees, which the Company may sustain or incur as a result of the use of the Premises by me or any of my guests, employees, invitees, or licensees.

III. Rules and Regulations

I agree to abide by and follow all applicable rules and regulations governing the Premises, which rules and regulations shall include the laws of the State of Colorado and those specific Rules and Regulations provided me by the Company prior to the date or dates of my use of the Premises.

IV. Warning

I further acknowledge and warrant THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING WAIVER AND RELEASE OF LIABILITY relating to my use of the Premises.

I HAVE READ AND UNDERSTAND AND AGREE TO EACH OF THE FOREGOING TERMS:

GUEST:

Date _____

Signature: _____

Print Name: _____

Address: _____

Telephone: _____