



WAIVER AND RELEASE FROM LIABILITY and INDEMNITY AGREEMENT

This WAIVER AND RELEASE FROM LIABILITY and INDEMNITY AGREEMENT is knowingly and voluntarily entered into by _____, hereinafter PARTICIPANT, and DESTINATION EVERYTHING ITALIAN!, hereinafter PROVIDER (collectively including, but not limited to, its owners, employees, officers, agents, guides, volunteers, and other representatives).

This document serves as a full release and indemnity agreement whereby the PARTICIPANT releases and indemnifies the PROVIDER from any and all inherent risks, known and unknown, associated with various recreational activities, including, but not limited to, traveling, touring, horseback riding and other horse related activities, cooking, bicycling, swimming, and hiking. This contract further releases PROVIDER from any negligence and inherent risks due to such negligence or activities which may result in, but not limited to, property damages, personal or bodily injury, illness, paralysis, and/or death.

PARTICIPANT is informed and understands that the activities they will be partaking in may be potentially dangerous or life-threatening. If involved in the horseback riding program, PARTICIPANT realizes that horses are powerful and potentially dangerous animals, they may be unpredictable and without warning bite, kick, strike, rear, buck, become uncontrollable, run away with rider, trip, stumble, fall down, and step on, fall on or otherwise injure rider, handler, or anyone else in the vicinity of any horse. PARTICIPANT further understands that terrain, weather, other animals or people, or PARTICIPANT'S behavior may adversely affect a horse's behavior. These risks, as well as others, are inherent in horse-related and other activities, and may not be anticipated, controlled, or eliminated by PROVIDER. The risks herein described may result in property damages, personal or bodily injury, illness, paralysis, and/or death to you, members of your family, or travel companions. It is further understood that PROVIDER, other PARTICIPANTS, or other people may be NEGLIGENT (NEGLIGENCE meaning a general failure to exercise reasonable and ordinary care) in performing their duties and responsibilities to PARTICIPANT, and that this NEGLIGENCE may result in property damages, personal or bodily injury, illness, paralysis, and/or death to you, your family members, or travel companions. It is also understood that certain activities may be in remote or other areas with limited access to emergency vehicles, whereby slow response by emergency medical teams may result in personal or bodily injury, illness, paralysis, and/or death. PROVIDER will not allow any PARTICIPANT to ride a horse without a riding helmet, which may prevent or minimize head trauma.

For and in consideration of the agreements contained in this document, of the monies paid, and your participation in the PROVIDER'S program, PARTICIPANT does hereby completely release, acquit, and forever discharge PROVIDER, personal representatives, successors, and assigns of and from any and all actions, claims, causes of action, costs, damages, demands, expenses, loss of services, obligations, attorney and other legal fees, and compensation of any kind or nature whatsoever on account of or in any way emanating from, or which subsequently may result from, property damage, personal and bodily injuries, illness, paralysis, and/or death to PARTICIPANT or any family member as a result of participation in PROVIDER'S program, PROVIDER'S NEGLIGENCE, or in conjunction with recreational activities. This RELEASE includes, but is not limited to, all claims or causes of action, whether based on contract, tort, or any other theory of recovery which PARTICIPANT now has or which hereafter may accrue or may otherwise be acquired on account of, or in any other way may be a result of, any recreational activity including, but not limited to, any and all claims for loss of companionship, loss of consortium, loss of income, emotional distress, personal or bodily injury to PARTICIPANT or a family member of PARTICIPANT, or any wrongful death claim, punitive damages, or any other claim of PARTICIPANT'S representatives or successors which have resulted or may result from recreational activities, act, omissions, or NEGLIGENCE of PROVIDER.

PARTICIPANT stipulates and agrees in further consideration to fully indemnify and hold forever harmless PROVIDER against loss from any and all actions, claims, or demands which may hereinafter or at any time be made or brought against PROVIDER by any entity or person who has made, or agreed to make, medical payments on PROVIDER'S or PARTICIPANT'S behalf for any expenses or any other obligation incurred by PARTICIPANT as a result of property damage, personal or bodily injury, illness, paralysis, and/or death to PARTICIPANT or any family member of PARTICIPANT as a result of PROVIDER'S program. PARTICIPANT further stipulates and agrees to indemnify and hold forever harmless PROVIDER against loss from any and all future actions, claims, or demands which may hereinafter or at any time be made or brought against PROVIDER by any entity or person claiming damages, or who asserts a claim resultant from property damage, personal or bodily injury, illness, paralysis, and/or death to PARTICIPANT arising from PROVIDER'S activities.

PARTICIPANT further stipulates and agrees to fully indemnify and forever hold harmless PROVIDER from any and all actions, claims, demands, causes of action, costs, expenses, damages, obligations, loss of service, and compensation of any nature whatsoever on account of or resultant from, or which in the future may result from property damage, personal or bodily injury, illness, paralysis, and/or death to any person, including incompetents and minors over whom and/or for whom PARTICIPANT has control, custody, and/or other legal responsibilities.

PARTICIPANT agrees and acknowledges that PARTICIPANT'S participation in PROVIDER'S activities and/or horseback riding program is completely voluntary, is knowledgeable of all risks, both known and unknown, accepts all risks, both known and unknown, and assumes full responsibility for all risks, both known and unknown, including but not limited to those risks identified in this RELEASE, and further acknowledges and accepts full responsibility for all property damages, personal and bodily injury, illness, paralysis, and/or death to PARTICIPANT and/or PARTICIPANT'S family members. Furthermore, PARTICIPANT represents that: 1) PARTICIPANT has fully and completely read this document, understands and agrees to its terms, has been given adequate opportunity to seek legal advice regarding the terms set herein, and has advised

PROVIDER of any additional questions or inquiries, in writing, regarding this RELEASE; 2) PARTICIPANT represents and warrants that PARTICIPANT has no medical or other problems that might interfere with PARTICIPANT'S participation in PROVIDER'S program; 3) PARTICIPANT is voluntarily participating in recreational and/or horse related activities with full knowledge of the activities and the risks involved; 4) PARTICIPANT assumes and accepts these risks and any legal responsibilities for any and all damages and injuries resultant from those risks associated with participation in recreational and/or horse related activities; 5) PARTICIPANT represents and warrants that PARTICIPANT can fulfill any physical requirements involved with recreational and/or horse related activities; 6) PARTICIPANT understands that the presence of PROVIDER or PROVIDER'S representatives is not assurance of the safety of the PARTICIPANT, nor does it lessen the risks assumed by the PARTICIPANT; 7) PARTICIPANT represents and warrants that PARTICIPANT has obtained adequate medical/life/disability/travel insurance or other monies to cover losses to PARTICIPANT or others.

PARTICIPANT agrees to the CONDITIONS OF BOOKING as follows: 1) PARTICIPANT will arrange travel to and from the starting location of the tour; 2) PARTICIPANT will carry valid and appropriate documents for the destination; 3) PROVIDER is not responsible for problems the PARTICIPANT may encounter due to travel delays, restrictions or cancellations, actions of airline or other carriers, lost or damaged luggage, airline accidents, customs regulations, acts of terrorism, acts of war, natural disasters, or medical problems; 4) cost of the tour only includes those items as outlined in the itinerary, while other expenses are the responsibility of the PARTICIPANT; 5) if PROVIDER cancels a tour at any time, PROVIDER will refund only monies paid by PARTICIPANT to PROVIDER; 6) in consideration of PARTICIPANT'S and other's safety and protection, PROVIDER or any representative of PROVIDER, reserves the right to prevent any PARTICIPANT from engaging in any recreational activity when PARTICIPANT shows inadequate ability to engage in such activity or whose behavior endangers the welfare or safety of other PARTICIPANTS, other people, animals, or property. Refunds will not be given to such PARTICIPANTS, nor to any PARTICIPANT unable or unwilling to complete a tour; 7) PARTICIPANT agrees any electronically transmitted signature has the same force and effect as an original signature.

This RELEASE shall not be altered, modified in any way, or cancelled except by written agreement by both PROVIDER and PARTICIPANT. The invalidity of any portion of this RELEASE shall not invalidate the remainder of this RELEASE. It is further agreed that this RELEASE and the provisions set herein shall be governed by the laws of the State of Colorado, in the United State of America.

THE UNDERSIGNED PARTICIPANT HAS COMPLETELY READ AND FULLY UNDERSTANDS THIS RELEASE. RESERVATIONS WILL NOT BE HELD UNTIL THIS RELEASE IS COMPLETED AND RETURNED TO PROVIDER.

Signature of Adult PARTICIPANT

Printed Name of PARTICIPANT

Date of Execution

I/we declare that I am/we are the parent(s)/legal guardian of _____, a minor, and am/are signing this WAIVER AND RELEASE FROM LIABILITY and INDEMNITY AGREEMENT on behalf of said minor. I/We assume full legal responsibility for all expenses and liability incurred by the above named PARTICIPANT and agree to hold PROVIDER harmless from any and all liability for claims on behalf of said PARTICIPANT, and authorize use of appropriate medical treatment for said minor in the event of injury or illness.

Signature of Parent(s)/Legal Guardian

Printed Name of Parent(s)/Legal Guardian

Date