

**AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

**IN CONSIDERATION** of the granting of permission to me to participate in any Rocky Mountain Llama Association (“RMLA”) activity involving llamas and/or alpacas, any social event sponsored by RMLA or any other activity conducted by RMLA, or by any member of RMLA for the benefit of members of RMLA and their guests, my legal representatives, assigns, heirs, guardian, spouse, children, heirs at law and next of kin, hereby release, waive and agree not to sue, assign, subrogate or bring any clam of any kind against RMLA, and any director, officer, partner, member, employee or guest of RMLA.

1. I fully understand that any involvement with llamas and/or alpacas, including, but not limited to, proximity to llamas and/or alpacas as a spectator, can be hazardous and that participating in any llama and/or alpaca activity which may including activities, whether mounted or unmounted, or being a passenger on a llama and/or alpaca, across and through steep and rough terrain which may contain mud, ice, snow drifts, animal burrows and holes, barbed wire in fence lines or on the ground, manmade holes, stakes and other hazards, all of which may be difficult to see, and all of which may be encountered while participating in an RMLA activity are dangerous activities which involve the risk of serious injury and/or death and/or property damage. I further acknowledge that because of the location where activities may be held may be isolated and difficult to access, emergency medical response may be delayed and/or non-existent. **I VOLUNTARILY ACCEPT AND EXPRESS ASSUME ALL RISK OF INJURY AND DANGERS OF SUCH INVOLVEMENT, INCLUDING PHYSICAL INJURY TO MYSELF, MY ANIMALS AND MY PROPERTY AND EVEN MY OWN DEATH AND/OR THE DEATH OF MY ANIMALS.**

2. This Agreement for Release and Waiver of Liability, Covenant not to Sue and Indemnity Agreement (this “Agreement”) is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and include, but are not limited to, any claims arising as a result of negligence, breach of fiduciary duty, breach of contract, strict liability, and claims for bodily injury, death, property damage, or other loss.

**3. UNDER COLORADO LAW A LLAMA PROFESSIONAL AND A LLAMA ACTIVITY SPONSOR OR ANY OTHER PERSON IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN LLAMA ACTIVITIES RESULTING FROM THE INHERENT RISKS OF LLAMA ACTIVITES PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.**

4. I agree that if anyone makes any claim because of any injury to me, including death, or for any damage to my property, I or my estate will indemnify, defend, and hold harmless all those released by this Agreement from any expenses, damages, or judgments, including legal expenses and attorney fees, resulting from those claims.

5. I acknowledge and agree that I have, or it is my responsibility to obtain and keep in force, sufficient insurance coverage including, but not limited to liability, health, medical response and evacuation, property, disability, and mortality coverage to protect me and/or my heirs from any expense, liability claims or damages mentioned or included in this Agreement and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the above provisions shall be fully effective and enforceable and I will be bound and liable thereunder. Likewise, it is my sole decision whether or not to utilize protective gear while engaging in the activities described herein.

6. I authorize and consent to the use by RMLA of any and all verbal statements by me and photographic images and recordings for the use of public relations, public information, RMLA promotion, publicity, and/or instruction. I consent to this use whether now or in the future without monetary consideration or compensation being owed or paid to me.

**I HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT AND IT IS MY EXPRESS INTENT THAT IT SHALL BE BINDING ON ME, MY HEIRS, ASSIGNS, LEGAL AND PERSONAL REPRESENTATIVES, SPOUSE AND NEXT OF KIN. THERE HAS BEEN NO COERCION OR FORCE USED TO OBTAIN MY CONSENT AND EXECUTION OF THIS AGREEMENT.**

\_\_\_\_\_  
Participant’s PRINTED NAME

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian’s Printed Name

\_\_\_\_\_  
Parent or Guardian’s Signature  
Individually and on behalf of any child  
under the age of 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Telephone Number of Emergency Contact