

# Dreamtime Ranch Disc Golf Course

This is a “play at your own risk” DG Course

**You are signing a waiver that releases the property owners, and all neighbors of any and all liability. Read this legal document carefully before you sign.**

## RELEASE AND COVENANT NOT TO SUE

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

I hereby release all parties, including Scott & Fern Barker, their families, their neighbors, any and all sponsors, directors, staff, volunteers, and those individuals associated with any and all liabilities for any incidents, injuries, acts of God, and/or losses that may be incurred while on the property at 127 Galahad Avenue in Hartsel, Colorado, and while on any neighbor's property, while participating in any activity associated with disc golf, or while doing anything on the disc golf course or the property on which the disc golf course lies. Disc golf is a hazardous sport and is played at your own risk. The Dreamtime Ranch Disc Golf Course, the Barker family, and all our neighbors will not be responsible, or held responsible for any or all accidents that may occur on these premises. Lightning is common in the mountains, and you should use good judgment in stopping play and seeking safe shelter in the event that you encounter stormy conditions. The signature of a legal guardian for any participant under the age of 18 is required. In consideration of being permitted to be on the property, walk the property, and/or participate in disc golf at 127 Galahad Ave. Hartsel, CO (the "Property"), Releases, for himself, his or her spouse, members of their immediate family, and their respective legal representatives, heirs, successors, and assigns (collectively "Releasor"), hereby covenants NOT to sue and releases, waives and discharges Scott Barker, and Fern Barker, members of their family and their respective legal representatives, heirs, successors, assigns, and any other owners of the property, their officers and employees, and all the neighbors of the Property (collectively, "Releasees"), from ALL liability to the Releasor, for any and all loss or damage, and for any claim of damages resulting therefrom, on account of injury to Releasor's person or property, including without limitation injury resulting in death of the Releasor, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE, while the Releasor is on the property, walking the property, participating in disc golf, or while disc golf is being played or scheduled to be played. Releasor hereby assumes FULL responsibility for the risk of bodily injury, death, or property damage due to the negligence of Releasees or otherwise while on the property, walking the property, or while participating in disc golf and while on the property when disc golf is being played or is scheduled to be played. Releasor acknowledges that disc golf involves flying objects, and that the disc golf course "Dreamtime Ranch" is played on top of rocks, ridges, steep inclines, and slippery surfaces, as well as in forested areas and open fields. Releasor agrees that there is a possibility of serious physical and/or mental trauma, injury, or death associated with participating in, walking alongside, or observing disc golf, including without limitation FROM ALL DAMAGES, INJURIES, OR DEATH THAT MAY ARISE FROM THE RELEASEES OWN NEGLIGENCE, and it is expressly intended that such are included within the claims that are being released by Releasor under this instrument. Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the state of Colorado, and that if any portion is held invalid, it is agreed that the balance will continue in full legal course and effect. This document may not be modified orally and a waiver of any provision will not be constituted as a modification of any other provision or as consent to any subsequent waiver or modification. THIS DOCUMENT IS A LEGAL CONTRACT WITH LEGAL CONSEQUENCES, AND THE RELEASOR HAS BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING. THE UNDERSIGNED ACKNOWLEDGES THAT BY SIGNING THIS RELEASE AND COVENANT NOT TO SUE, HE OR SHE IS RELEASING ANY AND ALL LIABILITY FROM ALL THE RELEASEES IDENTIFIED ABOVE INCLUDING ALL THE NEIGHBORS OF SAID PROPERTY. THE UNDERSIGNED AGREES TO ASSUME ALL LIABILITY, FINANCIAL OR OTHERWISE, FOR ANY AND ALL INJURY OR DAMAGE THAT THEY, THEIR PROPERTY OR THEIR PET MAY DO/CAUSE WHILE ON ANY OF THE ABOVE DESCRIBED PROPERTIES. THE UNDERSIGNED ALSO AGREES THAT THIS DOCUMENT IS "LEGAL" AND VALID UNTIL THE END OF THE CALENDAR YEAR IN WHICH THE FORM WAS SIGNED BELOW. PLEASE BE CAREFUL. BY SIGNING THIS DOCUMENT YOU ARE SURRENDERING YOUR RIGHT TO SUE ANYONE FOR ANYTHING. IN WITNESS WHEREOF, Releasor has executed this release and covenant NOT to sue on the day and year stated below.

Printed Name of Releasor: \_\_\_\_\_

Signature of Releasor: \_\_\_\_\_ Date: \_\_\_\_\_

I as well. Legal Guardian Signature of Liability Release: \_\_\_\_\_