

WOLFWOOD REFUGE
Ignacio, CO

WAIVER, RELEASE AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to participate in any tour of WolfWood Refuge (“the Refuge”), any interaction with wolves or wolfdogs, or any other activities at or related to the Refuge, (any or all such activity is referred to as “the Activities”), the undersigned, for myself, my spouse, my children, legal representatives, heirs, and assigns, (hereinafter collectively “Releasor”) hereby releases, waives, discharges, and indemnifies WolfWood, a Colorado non-profit organization, and its employees, volunteers, representatives, members, directors, successors and assigns, (hereinafter collectively “Wolfwood”) from any liability for injury, death, or damage to Releasor, or Releasor’s property, including consequential damages, occurring as a result of participation in the Activities.

Releasor understands that wolves and wolfdogs possess wild instincts and behavior patterns, and may be unpredictable and unsocialized, and that there are inherent risks associated with the Activities, including but not limited to physical or emotional injury, property damage, death and other risks. Releasor hereby knowingly and voluntarily assumes full responsibility for such risks of injury, death, or property damage due to any cause, including, but not limited to Wolfwood’s negligence.

In the event any claim is asserted against WolfWood for injuries or damage to Releasor or Releasor’s property, or for injuries or damages to third parties or their property caused in whole or in part by Releasor, WolfWood shall provide Releasor written notice of such claims, and thereafter Releasor shall at its own expense defend and indemnify WolfWood against such claims and any related loss or liability, including reasonable attorney fees incurred for WolfWood. In the event Releasor fails to so defend and indemnify WolfWood, WolfWood may defend, pay, or settle said claim(s) without notice to Releasor, and recover from Releasor all payments made or agreed to be paid to discharge said claim(s), and all costs incurred, including reasonable attorney fees.

Releasor agrees that this Agreement is intended to be as broad and inclusive as permitted under Colorado law, and if any portion is held invalid, the balance shall continue in full legal force and effect. This Agreement shall be unlimited as to amount and duration.

In the event this Agreement is signed by a parent or guardian of a minor, he/she represents to that he/she has the authority to enter into this Agreement on behalf of said minor and on behalf of any other parent or guardian of said minor, and agrees to defend and indemnify WolfWood from any and all claims or damages arising from the minor’s participation in the Activities.

This agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns and personal representatives, and shall be governed by the laws of the State of Colorado. Venue and Jurisdiction for any action arising out of this Agreement shall in the courts of La Plata County, Colorado.

The undersigned affirms that he/she is over the age of eighteen years of age, has read this agreement, understands its contents, and freely and voluntarily agrees to its terms.

Participant’s Signature: _____
(Parent of guardian must sign for participants under the age of eighteen)

Participant’s Printed Name: _____

Date: _____