

**BUCKHORN RANCH ASSOCIATION, INC.
ACKNOWLEDGMENT AND ASSUMPTION OF RISK,
RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT (RELEASE)**

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS**

Your request for authorization to fly into or out of Crested Butte Airport at Buckhorn Ranch (Buckhorn Ranch Private Airport or Airport) will be provided ONLY after you and your passengers have completed, signed and returned this Release. If you do not sign this Release, you are FORBIDDEN to land at the Airport and to engage in any Airport operations.

1. Definitions: The Undersigned, means the pilot of the aircraft, or any passengers, including adult passengers executing this Release on behalf of minors. "Released Parties or Released Party" mean Buckhorn Ranch Association, Inc., its members, representatives, agents, successors, assigns, insurance carriers, directors, officers, employees, volunteers and contractors. The "Activity" includes using the Airport and its facilities, any roads and property within Buckhorn Ranch, including but not limited to flying into and landing at and taking off from the Airport, taxing, parking, and all activities incidental to using the Airport.

2. Airport Information and Risks: Buckhorn Ranch is a private development and includes 60 residential lots fronting the Buckhorn Ranch Private Airport. Buckhorn Ranch Private Airport (OCO2) is located at coordinates N38.51.115 W106.55.970. The Airport elevation is 8,980 Feet. The runway is 11-29 (RWY 11 slopes downhill 2% grade), and the length is approximately 4050 Feet (without displaced threshold, 400 foot displaced threshold landing RWY 11). The traffic pattern altitude is 9,800 Feet and the traffic pattern is Right Traffic RWY 11, Left Traffic RWY 29. Pilots shall check density altitude before departure. Noise abatement procedures are to be in effect at all times. Downwind leg is west of HWY 135. If taking-off RWY 29, turn left. There is often a crosswind on or before Brush Creek Road. Avoid all populated and residential areas, in particular the golf course, (Skyland), Town of Crested Butte, and Crested Butte South Subdivision. The following obstructions exist: cattle fences, hills, snow banks (when open in winter), uninvited cattle, horses and wildlife. The surface of the runway is paved with asphalt with dips and numerous cracks. The Airport is unattended – there are no services and no emergency equipment on site. No touch and go's are allowed. There are no facilities or ground transportation available. Radio frequency is CTAF: 122.8. All operators shall use the radio frequency when attempting to land or take-off or taxi. Hours of operation: Buckhorn Ranch Airport is a VFR, and shall be operational during normal daylight hours as defined by FAA Regulations. Consideration shall be given to the people living on and around Buckhorn Ranch Private Airport with respect to noise and low passes. Noise and aircraft complaints will be directed to the specific aircraft owner/operator and the Host Resident. CAUTION: Vehicles, pedestrians, bicycles and pets are not authorized on the runway; however, it is impossible to enforce this restriction. Be particularly alert for any objects on or near the runway. NO STUDENT PILOTS are permitted to use the Airport.

Buckhorn Ranch Private Airport is a high altitude airport that will require exceptional skills regarding mountain flying. Mountain weather can be unpredictable and volatile at any time, and includes erratic and gusty wind. The Risks of the Activity include, but are not limited to: changing surface conditions, surface and runway variations, ground conditions, snow, water and

ice conditions, changing weather conditions, high altitude conditions, storms, lightning, hail, snow and other adverse weather conditions, limited access to and/or delay of rescue and medical attention, mental distress from exposure to any of the above, and negligence of others. The foregoing list does not contain all risks and there are some risks that cannot be anticipated or are reasonably foreseeable. ACCIDENTS MAY OCCUR DUE TO ANY OF THE FOREGOING THAT MAY RESULT IN PHYSICAL INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE.

3. Acknowledgement, Release, Indemnification, and Assumption of Risk. In consideration of the Undersigned being permitted to participate in the Activity, the Undersigned agrees as follows:

(a) Acknowledgement and Release. The Undersigned IRREVOCABLY AND UNCONDITIONALLY UNDERSTANDS AND ACKNOWLEDGES THE ABOVE RISKS AND CONDITIONS, AND AGREES AND UNDERSTANDS that the Activity may be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledges and understands that the description of the risks listed above is not complete and that the Activity may be dangerous and may include other risks. ACCORDINGLY, THE UNDERSIGNED HEREBY EXPRESSLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. By signing below, the Undersigned ACKNOWLEDGES AND ACCEPTS ALL responsibility for this and other related risks.

(b) Indemnification. The Undersigned hereby AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, COST, EXPENSES OR DAMAGE for bodily injury including death, property damage, or any liability of any kind or nature whatsoever and from any suits, claims or demands including legal fees and costs, whether or not litigation is instituted, arising out of or related to the risks of the Activity. Such obligation on the part of the Undersigned shall survive the period of the Undersigned's participation in the Activity.

(c) Assumption of Risk. The Undersigned agrees and understands that there are dangers and risks associated with the Activity and that INJURIES AND/OR DEATH may result from the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognizes that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR THE UNDERSIGNED TO PARTICIPATE IN AND THEREFORE EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

4. Minor Acknowledgment. In the case of a minor passenger, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Release on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Release. Additionally, by signing this Release as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Release without a parent or legal guardian's signature, the Undersigned, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or

guardian of a minor passenger, signing adults represent that they are a legal parent or guardian of the minor passenger.

5. Miscellaneous. The Undersigned further agree and understand: (a) this Release shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Gunnison County, Colorado or the United States District Court of the District of Colorado; (b) this Release constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; and (c) the Undersigned understands and acknowledges that this Release is a contract and shall be binding to the fullest extent permitted by law. If any part of this Release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

6. Electronic Signature. The Undersigned agrees that his/her electronic signature shall be treated as the legal equivalent of an original manual signature and shall have the full force of such original manual signature. There is no certification authority or third party verification necessary to validate my electronic signature and the lack of such certification or validation will not in any way affect the enforceability of my electronic signature. Email a copy to Spencer Low at foxterra@hotmail.com.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THE FOREGOING ACKNOWLEDGMENT AND ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT, ACKNOWLEDGE AND UNDERSTAND ITS CONTENTS, AND SIGN IT VOLUNTARILY. I AM AND AGREE AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name _____

Aircraft N# _____ Pilot License # _____

Insurance carrier _____

Name of Host (Runway Frontage Lot Owner) _____

Signature _____

Date _____