

**CRESTED BUTTE AIRPARK, LLC  
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 the runway located at Buckhorn Ranch (Crested Butte AirPark) will be provided ONLY after you and your passengers have completed, signed and returned this Release as well as completed and provided all other required paperwork and information per the Rules and Regulations. If you do not sign this Release, you are FORBIDDEN to land at the Crested Butte AirPark (AirPark) and to engage in any AirPark operations. Use of the AirPark is permitted for approved pilots only. Any other use is unauthorized and will be considered trespassing.

**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 Crested Butte AirPark, LLC, its members and managers, Buckhorn Ranch Association, Inc., its members, representatives, agents, successors, assigns, insurance carriers, directors, officers, employees, volunteers and contractors. The "Activity" includes using the AirPark and its facilities, including but not limited to flying into and landing at and taking off from the AirPark, taxing, parking, and all activities incidental to using the AirPark.

**2. AirPark Information and Risks:** Buckhorn Ranch is a private development and includes 60 residential lots fronting the AirPark. The AirPark (OCO2) is located at coordinates N38.51.115 W106.55.970. The AirPark elevation is 8,980 Feet. The AirPark 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 AirPark is paved with asphalt with dips and numerous cracks. The AirPark 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: The AirPark 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 the AirPark 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 AirPark; however, it is impossible to enforce this restriction. Be particularly alert for any objects on or near the AirPark. NO STUDENT PILOTS are permitted to use the AirPark.

Crested Butte AirPark is a high altitude runway 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 Cathy Low at [foxterra@hotmail.com](mailto:foxterra@hotmail.com) and [rob@toadpropertymanagement.com](mailto:rob@toadpropertymanagement.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.

MY SIGNATURE HEREUNDER ALSO ACKNOWLEDGES THAT I HAVE RECEIVED OR HAD ACCESS TO THE RULES AND REGULATIONS OF THE CRESTED BUTTE AIRPARK, LLC, OPERATIONAL PROCEDURES, AWARE OF ALL CURRENT NOTAMS, UNDERSTAND AND ACKNOWLEDGE THEM, AND AGREE TO ABIDE BY THEM.

Printed Name \_\_\_\_\_

Aircraft N# \_\_\_\_\_ Pilot License # \_\_\_\_\_

Insurance carrier \_\_\_\_\_

Name of Host (AirPark Frontage Lot Owner) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_