

No.

**Redwood Llama Company, LLC
1708 Greene Street PO Box 562
Silverton, Colorado 81344
(970) 560-2926**

LLAMA LEASE AGREEMENT

Redwood Llama Company, LLC (“Lessor”) agrees to lease to the Customer named below the llama(s) and equipment identified below upon the following terms and conditions:

WARNING

Under Colorado Law, a llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the inherent risks of llama activities, pursuant to section 13-21-119, Colorado Revised Statutes.

CUSTOMER

Name

Agreed delivery date and time

Street Address

Agreed pickup date and time

City, State, Zip

Place of delivery-Place of Pick up

Telephone

Intended destination and use

IDENTIFICATION OF LLAMAS:

Name of Llama	Identification	Agreed Value
Llama #1 _____	_____	\$ _____
Llama #2 _____	_____	\$ _____
Llama #3 _____	_____	\$ _____
Llama #4 _____	_____	\$ _____
Llama #5 _____	_____	\$ _____

CHARGES AND FEES:

Equipment Leased	Cost per item if lost, not returned, or Damaged	Lease Fees	Total
_____ Halter(s)	\$15.00	\$_____ per llama per.....\$ _____ day for _____ days	
_____ Lead rope(s)	\$15.00		
_____ Pack saddle(s)	\$280.00	\$_____ per stock rack.....\$ _____ per day for _____ days	
_____ Deluxe Pannier(s)	\$175.00		
_____ Standard Pannier(s)	\$125.00		
_____ Saddle pad(s)	\$55.00		
_____ Picket stake(s)	\$15.00	Delivery fee..... \$ _____	
_____ Picket rope(s)	\$25.00	Security deposit..... \$ _____	
_____ Pack scale(s)	\$30.00	Orientation..... \$ _____	
_____ Rain cover(s)	\$40.00	Total..... \$ _____	
_____ Water bucket(s)	\$15.00		

ADDITIONAL PROVISIONS:

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH BELOW ARE MATERIAL TO THIS AGREEMENT, ARE INCORPORATED HEREIN, AND MADE A PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHARGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES. **IN ADDITION THE CUSTOMER REPRESENTS AND WARRANTS THAT EACH PERSON, INCLUDING THE CUSTOMER, WHO MAY OR WILL PARTICIPIATE IN ANY WAY IN THE RENTAL OF LLAMAS, LLAMA PACKING AND/OR LLAMA ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS SHALL AND MUST EXECUTE THE COMPLETE RELEASE FROM LIABILITY IN CASE OF INJURY OR LOSS, WAIVER INDEMNITY AGREEMENT. IN CONNECTION THEREWITH THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LESSOR FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES) ARISING FROM OR IN CONNECTION WITH THE INJURY, ILLNESS OR DEATH ANY PERSON SUSTAINED OR SUFFERED AS A DIRECT OR INDIRECT CONSEQUENCE THAT PERSON'S PARTICIPATION IN THE RENTAL OF LLAMAS, LLAMA PACKING AND/OR LLAMA ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS, INCLUDING, BUT NOT LIMITED TO, THE DAMAGE, DESTRUCTION, OR LOSS OF ANY OF MY OR ANY PERSON'S PROPERTY INCLUDING, BUT NOT LIMITED TO LLAMAS**

TERMS AND CONDITIONS OF AGREEMENT

The Lessor and the Customer identified above agree that all of the information set forth above and all of the following terms and conditions shall supersede any prior or oral agreements with the exception of the Complete Release from Liability in Case of Injury or Loss, Waiver Indemnity Agreement, and as of the date hereof, along with the Complete Release from Liability in Case of Injury or Loss, Waiver Indemnity

Agreement comprises the complete and exclusive statement of the terms and agreements relating to the subject matter covered hereby. The Customer, by his execution of this Agreement, acknowledges that he has read the terms and conditions and has received a true copy of this Agreement.

1. The Lessor agrees to lease to the Customer, and the Customer agrees to lease from the Lessor, the llamas and the equipment identified in this Agreement at the rate and for the number of days specified herein.

2. The Customer agrees and acknowledges that the llamas are to be used only as pack animals and under no circumstances shall they be ridden by any person (adult or child).

3. Upon taking possession of the llamas, the Customer understands and agrees that he shall assume full responsibility of the proper feeding and watering of each llama. In addition the Customer further agrees that he shall be legally responsible for the proper care, treatment and protection of the llamas while in his possession.

4. The Customer acknowledges that he has attended an orientation session provided by the Lessor concerning the use, care and treatment of the llamas as pack animals under trail conditions. The Customer hereby states and affirms that he considers himself confident and capable of handling the llamas under trail conditions by himself without any further assistance or direction from the Lessor.

5. **WARNING: UNDER COLORADO LAW, A LLAMA PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN LLAMA ACTIVITIES RESULTING FROM THE INHERENT RISKS OF LLAMA ACTIVITIES. PURSUANT TO SECTION 13-21-119 COLORADO REVISED STATUTES.**

5.1 The Lessor shall not be liable to any Customer for damages to or loss of property caused by the llamas leased by the Customer (unless such damage or loss is caused by the negligence of the Lessor), and the Customer hereby releases Lessor from any such liability.

6. The Customer shall return the llamas and equipment to the Lessor at the place and time set forth on the reverse side of this Agreement. The llamas shall be returned to the Lessor alive, in good condition, free of any injury or illness. The Lessor and a qualified veterinarian shall, in their sole discretion, determine the condition of the llamas upon their return and whether the Customer shall be charged for an injury to the llamas in his possession. Upon satisfactory determination as to the condition of the llamas and the equipment returned to the Lessor, the Lessor shall return to the Customer, his security deposit less any amounts necessary for repair or replacement of the leased equipment or for the cost of medical care for the llamas. The Customer specifically agrees that when any llama is returned to the Lessor in a condition that renders the llama totally disabled or if the llama is dead, missing, lost, or otherwise not returned for any reason at all, the Customer shall pay to the Lessor the "Agreed Value" set forth in this Agreement. In addition, the Customer agrees to pay for any repair or replacement of the leased equipment, which is damaged or lost while in the custody of the Customer or otherwise not returned at the rates set forth in this Agreement.

7. The Customer agrees to pay all cost of collection, including reasonable attorney's fees incurred or paid by the Lessor in enforcing the terms of the Agreement against Customer.

8. Other than the obligations of the Lessor as set forth herein, the Lessor disclaims all warranties, express or implied, including any implied warranties of fitness for use or fitness for any particular purpose of the equipment and the llamas. The Lessor shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the use or performance of the equipment of llamas or the loss of the use of the equipment or llamas.

9. The terms of this Agreement are binding upon the parties' successors, heirs, parents, distributees, guardians, legal representatives administrators, and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____,
20____

REDWOOD LLAMA COMPANY, LLC (“LESSOR”)

by _____ by _____
(name)

its _____
(title)

CUSTOMER

(printed name)

(signature)

**COMPLETE RELEASE FROM LIABILITY
IN CASE OF INJURY OR LOSS, WAIVER
INDEMNITY AGREEMENT**

(To be signed by all llama participants)

WARNING

Under Colorado Law, a llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the inherent risks of llama activities, pursuant to section 13-21-119, Colorado Revised Statutes.

This Complete Release From Liability in Case of Injury or Loss, Waiver Indemnity Agreement ("Release") is entered into by the undersigned in favor of **William Redwood, Mark Pommier, Dan Miller, and Redwood Llama Company, LLC** and any and all agents, owners, members, managers, affiliates, employees, independent contractors, promoters, sponsors, other packers, llama owners, advertisers, sales persons, photographers and volunteers that are in anyway associated with Redwood Llama Company, LLC (collectively, "Released Parties"). In consideration of my being permitted by **the Released Parties** to participate in the rental of llamas, llama packing and/or llama activities, including, without limitation, the handling and care of llamas (whether or not with or without compensation to the Released Parties), I acknowledge and agree as follows:

1. **HAZARDOUS ACTIVITY.** I AM AWARE AND UNDERSTAND THAT THE RENTAL OF LLAMAS, LLAMA PACKING, LLAMA ACTIVITIES INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS, ARE INHERENTLY HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND I ASSUME ALL THE RISK THEREOF. I am aware and understand that llamas are powerful, unpredictable, and potentially uncontrollable animals. All llamas, even those that are well trained and appear calm and docile, may and will, among other things, rear, kick, bite, or move uncontrollably without warning, and without apparent cause or in response to external stimuli (such as wind, weather, sound, or movement of people, other llamas, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger or reflex actions in the llama. I am aware and understand that serious, permanent bodily injury and disability or death of myself, or others within the vicinity of llamas, may result from the rental of llamas, llama packing, llama activities including, without limitation, the handling or care of llamas, or being in the vicinity of llamas, and that llamas and other property belonging to me or others may be, as applicable, killed, injured, or damaged.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE OR DEATH TO MYSELF AND TO ALL OTHER PERSONS, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION AND/OR LOSS OF MY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LLAMA, AND OTHER PERSONS' PROPERTY, INCLUDING, BUT NOT LIMITED TO, THEIR LLAMA, ARISING FROM THE RENTAL OF LLAMAS, LLAMA PACKING OR LLAMA ACTIVITIES

INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS BY ME OR OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO BE INSTRUCTED IN THE PROPER METHODS OF HANDLING OR CARING FOR A LLAMA AND THAT I SHOULD WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES WHILE HANDLING OR CARING FOR A LLAMA AND THAT **AT NO TIME SHOULD I OR ANY PERSON EVER ATTEMPT TO RIDE A LLAMA.** IN ADDITION, I AGREE THAT ANY LLAMA ACTIVITY CONDUCTED OR SUPERVISED BY WILLIAM REDWOOD, DAN MILLER, AND/OR REDWOOD LLAMA COMPANY, LLC IS DONE AT MY OWN RISK.

2. **AGREEMENT NOT TO SUE.** I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, PARENTS, SUCCESSORS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED PARTIES, and each of them, for any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or any other person as a direct or indirect consequence of my participation, or the participation of any other person, in the rental of llamas, llama packing and/or llama activities, including, without limitation, the handling and care of llamas, whether caused by the negligence of any of the Released Parties or otherwise.

3. **RELEASE.** On behalf of myself, my heirs, successors, parents, distributees, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation, or the participation of any other person in the rental of llamas, llama packing and/or llama activities, including, without limitation, the handling and care of llamas, whether caused by the negligence of any of the Released Parties or otherwise; provided that nothing in this Section 3 shall be deemed to release any Released Parties from liability arising from: (a) his own willful injury of me or any other person or any property, (b) his own fraud, or (c) his own violation of any law.

4. **INDEMNIFICATION.** I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses (including, but not limited to, attorneys fees) arising from or in connection with the injury, illness or death of myself or any person sustained or suffered as a direct or indirect consequence of my participation in the rental of llamas, llama packing and/or llama activities, including, without limitation, the handling and care of llamas, including, but not limited to, the damage, destruction, or loss of any of my or any person's property including, but not limited to llamas.

5. **REPRESENTATIONS AND WARRANTIES.** I REPRESENT AND WARRANT THAT: (a) I HAVE READ THIS RELEASE CAREFULLY, AND I FULLY UNDERSTAND ALL OF IT'S TERMS AND PROVISIONS; (b) I AM 18 YEARS OF AGE OR OLDER, AND I AM LEGALLY COMPETENT TO ENTER INTO THIS RELEASE; (c) NO PROMISE, INDUCEMENT, OR AGREEMENT HAS BEEN OFFERED OR MADE TO ME IN CONNECTION WITH MY EXECUTION AND DELIVERY OF THIS RELEASE; AND (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AND INITIATIVE, AND OF MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTIES.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE AND BAR TO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND/OR ASSIGNS.

I have read and voluntarily signed this Release and further represent that I am informed about the subject matter of this Release and the rights I am waiving herein.

6. **SEVERABILITY.** If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with it's terms. I further agree that this Release is intended to be as broad and inclusive as is permitted by the law of Colorado

SIGNATURE PAGES FOLLOWS

Signature

DATED

CHILD (UNDER THE AGE OF 18) MUST HAVE THIS AGREEMENT SIGNED BY THEIR PARENT OR LEGAL GUARDIAN.

Bilki

I, the "parent" am signing on behalf of a "Child" as defined by section 13-22-107, Colorado Revised Statutes and as such I represent and warrant that I have the legal authority to execute this document on behalf of the "Child" and that I am the "parent" as defined by section 13-22-107, Colorado Revised Statutes of the "Child" and that I am making an informed and voluntary decision to execute and agree to this Release on behalf of the "Child" such that it is binding on the "Child" and me.

Signature of Parent or Legal Guardian

DATED

PLEASE PRINT: NAME _____

ADDRESS _____

TELEPHONE _____