

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

PACK TRIP AGREEMENT

Redwood Llama Company, LLC (“Guide”) agrees to guide the Customer named below on a pack trip and provide the 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.

1. The Guide Agrees to:

- A. Provide Customer with guided llama hiking trip
- B. Dates: from _____, through _____
- C. Which includes pack-in and pack-out days.
- D. Provide the Customer with a suggested list of clothing and personal effects needed for the trip (www.redwoodllamas.com), a listing of hotels at (www.silvertoncolorado.com), directions see website (www.redwoodllamas.com), regulations, necessary application forms, arrival and departure dates (if not covered in (C) above), and other reasonable information requested by the Customer pertaining to the trip.
- E. Provide rules and regulations relating to camping and other wilderness activity, and follow standard health and safety precautions and procedures in setting up and operating the camp.
- F. Provide the following agreed-upon services and/or equipment
 - * Moving llamas to/from camp on pack-in and pack-out days **OR** moving llamas for each Customer for the duration of the trip,
 - * Wrangler to take care of llamas and to accompany Customer with llamas used for transportation of gear, etc.

- * Complete packing service for Customer's gear,
- * Base camp accommodations to include food, a cook, tent lodging, toilet facilities and necessary supplies and equipment,
- * Guide service consisting of 1 guide for each 4 Customers, unless otherwise specified,
- * The Guide agrees the pack trip will be under a permit with The National Forest Service with camp locations as designated by the permitting agency. The parties understand that the dates of the trip may change for reasons beyond the Guide's control. The duration of the trip is as provided above, notwithstanding the fact that circumstances, including but not limited to, weather, governmental action, staff illness, equipment failure or other factors beyond the Guide control may prevent packing into or out of certain areas on certain days.

Redwood Llama Company, LLC does not provide sleeping bags, personal gear, and sleeping pads. The Customer is responsible to supply the above items and their own personal gear.

2. The Customer Agrees to:
 - A. Pay all fees when due and furnish all required information by the dates promised. Live and camp in a manner consistent with State laws and regulations, U.S. Forest Service regulations, and abide by camp and other rules as provided by the Guide.
 - B. Arrange for his own travel to and from 1708 Greene Street, Silverton, Colorado 81433.
 - C. Bring sufficient but not excessive amounts of personal gear based upon the list provided by Guide.
 - D. Any and all medical conditions, complications, and issues, including, without limitation all medications being taken. By participating in the activities provided in this Agreement, the Customer is representing and warranting that they in sufficient medical condition and physical condition to undertake such activities.
 - E. Read and make sure that everyone in the party has read and signed the attached **COMPLETE RELEASE FROM LIABILITY IN CASE OF INJURY OR LOSS, WAIVER INDEMNITY AGREEMENT**. All forms must be returned

to Redwood Llama Company LLC, Box 278, Dove Creek, Co on or before 30 days prior to scheduled date of the trip.

3. Fees and Conditions In consideration of the Guide providing the services as set forth herein above (including attachments), the Customer agrees to pay the Guide the sum of \$1200 - \$1450 person depending on Scheduled Trips (www.redwoodllamas.com), or the agreed amount on a Custom Trip. This will be in U.S. funds in the form of cash, or check.
 - A. A deposit of \$250 per person, which shall be paid by the Customer to the Guide with a signed copy of this agreement should be received by the Guide on or before 30 days prior to trip, or this contract will be null and void and in no way binding on the Guide unless accepted by him in its sole discretion.
 - B. The balance of the fee shall be paid on 30 days prior to scheduled start of the trip.

4. Cancellations and Refunds:

- A. The deposit shall be held by the Guide for and on behalf of the Customer and applied against the total fee. In the event, the Customer terminates this agreement, 50% of the deposit will be refunded if cancelled 60 days prior to the scheduled trip. Once a deposit is made, there is no way to receive a full refund.
- B. In the event the Customer should desire to terminate the trip early, the Guide will endeavor to pack or transport the Customer out of the wilderness area. However, the Customer acknowledges and understands that the decision as to when the Customer will be packed or transported out will be in the sole discretion of the Guide. Except for emergencies or situations in which prior arrangements have been made, all members of a party are expected to pack in/out together on the same day.
- C. In the event the Customer materially defaults in the performance of any of his obligations herein, Customer's right to participate or participate further may be forthwith terminated at the sole option of the Guide. Under such circumstances, the Customer shall NOT be entitled to the refund of any portion of the fee.
- D. In the event the Guide materially defaults in the performance of any portion of his obligations hereunder, due to circumstances beyond Guide's control including but not limited to weather, floods, fire, other acts of nature, governmental action, staff illness, equipment failure or livestock illness, the Customer shall be entitled to 100% of his fee back. If a trip that has already been started is ended for any of the foregoing reasons, the refund will be prorated based upon the number of days remaining.

E. Each Customer understands that notwithstanding any other provisions of this contract the Guide may, at his sole discretion, return any fees paid and decline to accept Customer for any reason.

5. The Customer acknowledges that the Guide is not licensed pursuant to C.R.S. § 12-55.5-101, et seq. as an outfitter nor is Guide providing outfitting services under C.R.S. § 12-55.5-101, et seq. as the Guide does not and will not in any way assist in the take or attempted take of wildlife on behalf of the Customer.

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 GUIDE 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 Guide 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 this 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 as read the terms and conditions and has received a true copy of this Agreement.

1. The Guide agrees to guide the Customer, and the Customer agrees be guided by the Guide, and follow the Guide's directions with respect to the use of the llamas and the equipment provided by Guide.

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. The Customer acknowledges that he has attended an orientation session provided by the Guide 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 Guide.

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.

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

7. Other than the obligations of the Guide as set forth herein, the Guide 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 Guide 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.

8. 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 ("GUIDE")

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 _____