

# **Double Dollar Cattle, LLC**

## **DISCLOSURE, DISCLAIMER and WAIVER**

1. I UNDERSTAND AND AGREE that my participation in the following listed activities:

**SNOW ACTIVITIES** including operation of snow machines, mini snow machines, riding on inflated tubes on the snow, sleigh riding, back country travel (the “Snow Activities”), and exposures connected with Snow Activities **do involve many hazards and risks** and that I am fully cognizant of the risks and dangers inherent with Snow Activities, and that I am physically and mentally capable of participating in the Snow Activities and am participating with knowledge of such risks and dangers. I further understand that such hazards and risks with Snow Activities include, but are not limited to the following: **LOADING, RIDING, AND UNLOADING FROM THE LIFT, AND OPERATION OF SNOW MACHINES AND TUBES OVER UNEVEN TERRAIN, COLLISION WITH NATURAL, MAN-MADE AND OTHER OBJECTS OR PERSONS, LACK OF DIRECTIONAL CONTROL ON INFLATED TUBES, LACK OF BREAKING OR STOPPING DEVICE ON INFLATED TUBES, OPERATION OF THE SNOW MACHINES AND TUBES AT HIGH SPEEDS, INSTABILITY OF INFLATED TUBES AT LOW AND HIGH SPEEDS AND ALL ADDITIONAL RISKS RESULTING FROM PARTICIPATION IN OUTDOOR ACTIVITIES IN A EXTREMELY COLD MOUNTAIN ENVIRONMENT WITH UNPREDICTABLE WEATHER.**

2. I FURTHER UNDERSTAND AND AGREE that my participation in the following listed activity:

**HORSE AND FOUR WHEELER ACTIVITIES.** Including riding of horses, supervised and unsupervised, riding of horses in cattle drives, riding in horse drawn carriages, including sleighs, riding horses in the winter, supervised and unsupervised operation and riding of four wheeler machines (collectively the “Horse and Four Wheeler Activities”) and exposures connected with Horse and Four Wheeler Activities **do involve many hazards and risks** and that I am fully cognizant of the risks and dangers inherent with the Horse and Four Wheeler Activities, and that I am physically and mentally capable of participating in the Horse and Four Wheeler Activities. I am an \_\_\_\_\_ (add experience level) rider. I understand that Horse and Four Wheeler Activities do involve many risks, including but not limited to the following: **EQUIPMENT FAILURE, COLLISIONS WITH NATURAL OR MAN-MADE OBJECTS OR OTHER PERSONS, OPERATION OF FOUR WHEELERS OVER UNEVEN TERRAIN SUNBURN, FALLING OFF THE HORSE or FOUR WHEELER, HORSE FALLING, ROLLING OF FOUR WHEELERS, THE BEHAVIOR OF DOMESTIC OR WILD ANIMALS, BEHAVIOR OF THE HORSE, THE LIMITS OF MY OWN PHYSICAL CONDITION, THE CONSUMPTION OF FOODS OR BEVERAGES and CHANGING WEATHER CONDITIONS.**

3. I freely and voluntarily assume and accept the risks of any injury or harm to my person or property, which may result from the risks described above in the Snow and Horse and Four Wheeler Activities or any other known or unknown risks or hazards related to any other activity with Double Dollar Cattle LLC. This assumption of risk expressly includes the risk of injury or harm that may be caused by the negligent acts or omissions of third parties including the employees, managers, agents, officers, directors, shareholders, and affiliates of Double Dollar Cattle LLC.

4. Under Colorado Law, an equine professional is not liable for an injury to or the death of participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-120, Colorado Revised Statute.

5. Horse and Four Wheeler Activities and Snow Activities are collectively referred to as Activity in the remainder of this **DISCLOSURE DISCLAIMER AND WAIVER.**

6. I further understand and agree that the Activity is generally available to the public in Routt County and in Colorado.

7. AS LAWFUL CONSIDERATION for being permitted by Double Dollar Cattle Company, LLC and Saddleback Ranch, LLC, (collectively referred to as the “Company”) to participate in the Activity, I do hereby **RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Company and all of its officers, directors, members, organizations, agents and employees for any injury or death caused by or resulting from any participation in the Activity, **WHETHER OR NOT SUCH INJURY OR DEATH WAS CAUSED BY ITS OR THEIR NEGLIGENCE OR FROM ANY OTHER NON-WILLFUL CAUSE.**

**THIS IS A RELEASE OF LIABILITY. IF UNDER EIGHTEEN (18) YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.**

