

ASSUMPTION OF RISKS, WAIVER, AND RELEASE OF CLAIMS

Hamlin Cattle Company, LLC JLC Wyoming LLC

332 Dell Creek Road

Bondurant, WY 82922

In consideration of permission for the undersigned person to be on the premises, use any facilities, and participate in, or observe, any activity on, sponsored by, or associated with JLC Wyoming LLC DBA Little Jennie Ranch, the undersigned person acknowledges and agrees:

1. Notification of Risks. Little Jennie Ranch (the "Ranch") has many recreational opportunities and activities. Numerous types of activities occur on the Outfitter, or on neighboring properties, including state and federal lands. **Activities include**, but are not limited to: ranch work, handling livestock, hiking, shooting, hunting, fishing, swimming, camping, horseback riding, the use of All Terrain Vehicles (ATV's), Snowmobiles and other vehicles, and use of other facilities. **Every activity has inherent risks. Risks include** damage to my personal property and livestock, illness, serious injury and/or death to myself, which may be caused by, or result from, my own actions, other persons, horses and livestock, vehicles, firearms, forces of nature, wild animals, and other obstacles and hazards, whether they are obvious or not, manmade or natural.

2. Acknowledgment of Risks. **I understand** that every activity that I may engage in while with the Ranch has inherent risks, which may be known or unknown, and which may include the risk of injury or damage to me, my livestock, or my personal property. **I understand** that even the natural environment presents inherent risks. **I understand** that horses and other animals irrespective of their training and usual past behavior, can act based on their natural instincts in ways that can cause injury. **I understand** that I may incur injury in a location that is not readily accessible to a hospital or other medical facility, and that the Ranch does not have emergency medical services to provide me with assistance if I am injured. **I understand** that the inherent risks of any activity cannot be eliminated, altered, or controlled, even by taking the utmost care.

I acknowledge and agree that the Ranch and its guides have no responsibility for any risks or injury to me or my property. I understand that the Outfitter and its guides are not a guarantor of my safety. I acknowledge that no activity on or related to the Outfitter is a service of a special or highly necessary nature for which the Outfitter does not owe a special duty to me or the public. **I understand** that in addition to the inherent risks of any activity, there are also risks that may result from the actions of other persons, including through negligence or lack of due care.

3. Assumption of Risks. With this knowledge, I assume all risks of any kind for harm or injury to myself or my property, including those resulting from the negligence or fault of others. I assume all such risks without regard to negligence or fault, for myself, my dependents, heirs, successors and assigns. I assume full responsibility for my own conduct, and for any injury or property damage that I may cause.

4. Voluntary Participation. My presence and participation in any activity is recreational and voluntary.

5. Waiver and Release of Liability. I unconditionally waive all claims, release, hold harmless, and agree to indemnify **Richard Mark Hamlin, Jr., Elizabeth O. Hamlin, JLC Wyoming, LLC, and Hamlin Cattle Company, LLC, Bondurant Basin Outfitters, LLC, their children, members, managers, agents, employees, representatives, and other persons ("Releasees")**, from all claims of legal liability of any kind, for bodily injury or death sustained by me, my spouse, dependents or minor children, and damage to my property and livestock, whether foreseeable or unforeseeable, due to any cause, including the intentional or negligent conduct of any person. I will look solely to my own assets to satisfy any and all expenses arising from any injury or loss I may sustain. I hereby release and waive all subrogation rights against Releasees and their insurance carriers.

6. Jurisdiction and Venue. In the event of any dispute that may arise relating to this Release, or the activities contemplated herein, the substantive laws of the State of Wyoming (without regard to otherwise applicable choice of law rules) shall apply, and jurisdiction and venue shall be in a court of competent jurisdiction, in Sublette County, in the State of Wyoming.

7. Minors. If I am accompanied by any minor, whether my own child or not, I represent that I have the authority to sign this release on behalf of any minor who accompanies me, and that I hereby consent to those terms on behalf of the minor. If any minor who accompanies me is injured, I hereby consent to any emergency medical care which may be required.

8. Binding Effect. I represent that I am an adult and legally competent to sign this Release; that the terms of this Release are contractual; and that this Release shall be binding on me, my minor children, personal representatives, heirs, successors, and assigns.

9. Skijor Specifics.

Participants Must be 18 yrs of age or Older to enter otherwise parent or guardian required. Undersigned participant agrees and fully understands the following: Rider OR Skier-Boarder (please initial where indicated)

_____ I fully understand that engaging in the sport of ski-joring is a dangerous and unpredictable activity, which could result in personal injury and/or death.

_____ I verify that I am physically fit and have trained to participate in this event. I agree that all decisions I make and actions I take are my own. I further agree that I will pay for any and all medical expenses, which may occur as a result of injury to myself by participating in this event.

_____ I understand that horseback riding, racing and skiing and/or snowboarding behind a horse will expose me to above normal health risks. I agree to and accept the dangers that occur in the activity of horseback riding, skiing, snowboarding, racing and/or skiing and/or snowboarding behind a horse.

_____ I waive and release for myself, my heirs, executors and administrators all rights or claims for damage which I may have now or in the future against the Little Jennie Ranch, Board Members, Sponsors, Land Owners, Race Directors, Volunteers, Spectators, Municipalities, States, any and all City, County and State Agencies, Partners, Employees, and Servants from all claims for personal injuries, including death, and damages to property, real or personal, caused by or arising out of my involvement in this event.

_____ I fully understand I am responsible for the health and safety of the horse. I waive and release all rights or claims in case of injury and/or death of the horse. I also understand I am fully responsible for any expenses incurred if the horse is injured or for any actions the horse may take causing injury or damage to humans, livestock or property.

_____ I agree to allow the Little Jennie Ranch, Race Organizers and Media representatives the use of my name, photos, video recordings, comments or commentaries to help publicize and promote the Little Jennie Ranch and the sport of Ski-Joring.

Good sportsmanship is required at the Gillette Skijor Derby. Gillette Skijor Derby officials may disqualify any person or team they deem is acting in an unsportsmanlike manner at any time including, but not limited to registration, Calcutta, and awards ceremonies. If you are dis-qualified you will be forfeiting the event, any event winning

I understand that this is a legally binding document. I understand that signing this document may alter my legal rights in the event I sustain injury or loss. I have fully informed myself of the contents of this Release by carefully reading it, and I sign this Release voluntarily.

Dated this _____ day of _____, _____.
(date) (month) (year)

INDIVIDUAL

Printed Name

Signature

MINOR CHILD(REN) to whom this Release applies (print names below):
