

RELEASE AND INDEMNIFICATION

The **Peter Hansen Ranch Trust** ["Trust"] will allow me, as an invitee, to recreate on the **Peter Hansen Ranch** in Carbon County, Wyoming ["Ranch"], subject to all conditions and restrictions the Trust deems necessary or reasonable.

I am aware of the inherent risks associated with recreating on the Ranch, and acknowledge that I assume all risks associated with any recreational activity I undertake on the Ranch under the Wyoming Recreation Safety Act. Section 1-1-123 of the Act provides as follows: (a) Any person who takes part in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for any and all damage, injury or death to himself or other persons or property that results from the inherent risks in that sport or recreational opportunity. (b) A provider of any sport or recreational opportunity is not required to eliminate, alter or control the inherent risks within the particular sport or recreational opportunity. Section 1-1-122 of the Act defines sport or recreational opportunity broadly, to include ... swimming, .. dude ranching, .. skiing, mountain climbing, river floating, hunting, fishing, backcountry trips, horseback riding and any other equine activity, snowmobiling and similar recreational opportunities, and defines equine activity to include ... boarding equines, ..evaluating an equine belonging to another...; [r]ides, trips, hunts or equine activities of any type....

I also acknowledge that Section 34-19-103 of the Wyoming Statutes provides in relevant part that ...an owner of land who either directly or indirectly invites or permits without charge any person to use the land for recreational purposes or a lessee of state lands does not thereby: (i) Extend any assurance that the premises are safe for any purpose; (ii) Confer upon the person using the land the legal status of an invitee or licensee to whom a duty of care is owed; (iii) Assume responsibility for or incur liability for any injury to person or property caused by an act of omission of the person using the land.

I have voluntarily chosen to engage in sport or recreational opportunities on the Ranch, and understand and acknowledge: [i] that all such activities involve certain inherent risks, which could include relatively minor injuries, as well as more severe injuries such as paralysis or death, [ii] that because of the remoteness of the Ranch, medical assistance or attention could be difficult to obtain or not be available, and [iii] the Trust does not owe me any duty of care. I further acknowledge: [i] that I have a choice as to whether or not I should enter into this agreement, and have chosen to do so freely and voluntarily; and [ii] that the Trust does not have or possess any advantage or position of bargaining strength over me.

Now, therefore, in consideration of the premises and the opportunity to recreate on the Ranch, I, for myself, my heirs, successors, executors, and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, AND INDEMNIFY AND HOLD HARMLESS, THE PETER HANSEN RANCH TRUST**, its trustees, beneficiaries, agents, and employees, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees, and costs of investigation and litigation), and **NEGLIGENCE** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me, or damage or loss of my property as a result of my participation in recreational activities on the Ranch, which is remote and has mountainous and rugged terrain, whether such damage, loss, injury, paralysis or death results from **NEGLIGENCE** of the Trust, or its trustees, beneficiaries, agents, or employees, or from some other cause. I agree that neither I, nor anyone acting on my behalf, will make any claim against, sue, or otherwise maintain any action of any kind against the Trust, or any of its trustees, beneficiaries, agents, or employees, as a result of any injury to me, of my death, or any damage, injury, or loss of my property.

Date: _____

[signature]

[witness signature]

[print name]

If this box is checked, a **Horse Pasturing Addendum** is attached.