

AGREEMENT AND WAIVER, HIDEOUT ADVENTURES, INC.

Welcome to THE HIDEOUT!

During your stay with us we will provide you an opportunity to participate in the challenges and rewards of an historic Wyoming cattle ranch. We will endeavor to make your stay a comfortable one and hope to fulfill your expectations. We ask that you recognize that there are inherent risks in the operation of a cattle ranch and circumstances which may arise that are beyond our control. We ask that you agree with us as follows:

1. THE HIDEOUT will offer you the opportunity to take part in the daily activities of a working cattle ranch. This may include the opportunity to doctor livestock, check livestock, check fences and reservoirs, brand calves, separate strays, move cattle or participate in an old-fashioned cattle roundup.
2. The opportunity that we provide is on property owned by several different entities including PIED PIPER PROPERTIES, A Limited Liability Company, SHELL VALLEY PRESERVE, A Limited Liability Company, and publicly owned property including Forest Services, Bureau of Land Management, and State of Wyoming property.
3. You may choose to take advantage of other local attractions, including the Buffalo Bill Historical Center and the famous "Cody Nite Rodeo" in Cody, Wyoming, the Custer Battlefield in Montana, the world's largest mineral hot springs in Thermopolis, Wyoming, and other such opportunities. The price of your stay does not include admission to or any expenses incurred by you in the exercise of these opportunities off the ranch.
4. Transportation from the commercial airports in Cody, Wyoming or Billings, Montana to THE HIDEOUT is NOT provided as part of your adventure, but can be arranged at an additional cost. You are responsible for your own transportation to the ranch if you choose to do so.
5. We will not confirm a reservation with you until we have actually received 30% of the price of your stay. The remainder of the price of your stay is due and payable in full thirty (30) days prior to your arrival and fully non-refundable.
6. If for any reason you find it necessary to cancel a reservation with us, we will refund all of any deposit paid with the exception of one hundred and fifty dollars per person showing on the reservation (\$150.00/pers) provided that your reservation is cancelled at least sixty (60) days prior to your arrival date. If you cancel a reservation with us at any time less than sixty (60) days to your scheduled arrival, we will not refund any deposit or monies paid by you.
7. All stays shall be paid for with U.S. dollars and shall be made in a method of payment acceptable to us including personal checks, cashier's checks, traveler's checks, cash wire deposit, Visa, American Express or Mastercard. The base price of your stay does not include any Wyoming state sales tax, which currently is 5%, and it does not include any gratuity which is suggested at 15%.
8. Our ranch is a working cattle ranch. The ranch also utilizes in combination, a farm which produces corn, hay, oats and barley to feed livestock during the winter months. You will not be asked to exert yourself beyond what you feel that your physical tolerance or comfort level will allow. However, we cannot be responsible for your physical condition or your ability to tolerate the activities that you choose to take advantage of during your stay with us. You must make your own assessment of your physical ability to participate in a cattle roundup, ride horseback, and take advantage of the other opportunities that we will offer you. Some of your days can be long and physically demanding. You should be prepared to deal with extreme heat and cold.
9. If you have any medical restrictions or limitations, you agree to advise us of those at the time you make your request for reservations. In addition, you must tell us of any medication that you may require during your stay with us. This includes letting us know if you have a special dietary requirement which we will endeavor to meet. We will tell you before we confirm your reservation if we can meet your dietary requirements as long as you tell us about those needs prior to confirmation of the reservation.
10. Not all of the opportunities that we offer may be available during your stay. Our ranch operation is subject to the whim of Mother Nature, and there may be weather conditions that do not enable us to offer you some of the opportunities that we would otherwise offer.
11. You must agree that you are fully capable of participating in any of the opportunities in which you wish to participate. You must assume full responsibility for yourself including any minor children, for bodily injury, death and loss of personal property and expenses thereof as a result of the inherent risks and dangers and of your negligence in participating in any activity or opportunity that we offer. Our staff is available to answer questions about the nature and physical demands of any specific activity or opportunity that we offer. If you have any questions, please ask.
12. The activities and opportunities that we offer are not without risk. Certain of those risks cannot be eliminated without destroying the unique character of the opportunity that we offer. The same elements that contribute to the unique character of what we offer on this working cattle ranch can be causes of loss or damage to equipment or property that belongs to you, accidental injury, illness, or in extreme cases, permanent trauma or death. Some of the risks that are inherent in this operation are:

HORSEBACK

- a. When riding horseback, risks may include without limitation riding where objects are not marked, where hazards may not be visible or where trails are not groomed, maintained or controlled. Weather is changeable, unpredictable and dangerous all of which may have an effect unknown and which cannot be anticipated. Lightning, thunder, beehives, streams, creeks, fallen timber, wild animals, birds and other natural hazards and dangers exist which may operate both to enhance your opportunity, but also create dangerous circumstances from time to time which no one can anticipate.
- b. Other risks exist in horseback riding which are unpredictable and uncontrollable in all circumstances. Animals react to the conduct and actions of the rider, other riders and persons. At times without warning animals kick, bite, stomp, stumble, rear, bolt, fall down and react to sudden movements, noise, light, falling objects, vehicles, or other animals or objects. At times equipment used in connection with animals may break or otherwise fail. At times other riders who may not be in control of their animals may cause a collision or other unpredictable consequences for which we cannot be liable.

TRAP SHOOTING OR HUNTING

Risks associated with the use of firearms include, without limitation, the risk of damage to or loss of hearing, being shot, being struck by a ricochet or flying debris, being injured by a malfunctioning firearm, and muscle soreness from firearm recoil.

OTHER RECREATIONAL ACTIVITIES

- a. Risks arising from recreational activities including fishing, hiking, archery, riding an airboat or on other watercraft include without limitation those of being struck by another individual or piece of equipment, falling or otherwise incurring a muscle or other type of similar physical injury, drowning in a stream or river or falling out of or drowning while on watercraft or being injured or killed, or being wet, cold, and uncomfortable.
- b. Other risks, hazards, and dangers that are integral to recreational activities engaged in on a ranch or in an outdoor or wilderness environment, including without limitation lightning, snake bite, fire, etc. . .
- c. Risks associated with the use of firearms including without limitation the risk of being shot or struck by flying debris or of accidental discharge of a firearm or the malfunction of a firearm.

SNOWMOBILING

Risks arising from the use of a snow machine, include, without limitation, temperature extremes, inclement weather conditions including those with little or no visibility, blizzards, unavailability of medical attention in remote areas, physical exertion beyond one's capability, frostbite, collision with natural objects such as rocks, trees, stumps or other natural obstacles, fences or other objects, machine failure or exhaustion of fuel.

AIR TRANSPORTATION

From time to time, guests might be offered the opportunity for transportation on a helicopter or fixed-wing aircraft. Guests choosing to go on a helicopter ride or ride in the airplane, do so at their own risk. Some of the risk inherent in the use of aircraft include but are not limited to, mechanical failure resulting in partial or complete destruction of the aircraft which may include the death, disability or personal injury to any or all persons aboard.

- 13. You must be aware that the description of the risks listed herein is not complete and that other unknown or unanticipated risks may result in injury, loss of property, or death. You agree to assume responsibility for, to indemnify Hideout Adventures, Inc. and its agents, servants and employees, and hold them harmless from any damages which arise out of or in connection with all risks identified herein and those risks not specifically identified. Your participation must be purely voluntary with no one forcing you to participate and you must elect to participate in spite of these risks. You agree that prior to undertaking any of the activities referred to herein, you have been fully instructed in the proper manner to safely participate in each or all of those activities.
- 14. You agree that if you take part in any sport or recreational opportunity offered by us, you assume the inherent risk in that sport or recreational opportunity whether that risk is known or unknown, and you are legally responsible for any and all damage, injury or death to yourself or other persons or property that results from the inherent risk in that sport or recreational opportunity. You also agree that we are not required to eliminate, alter or control the inherent risks within the particular sport or recreational opportunity. (Recreation Safety Act, W.S. 1-1-121, et seq.)
- 15. We will furnish all animals and tack to be used for those animals. You will need to provide your own riding apparel which may consist of a wide brimmed cowboy hat and a couple of bandannas or silk scarves, riding boots, two pair, if possible, athletic shoes or hiking shoes, comfortable blue jeans and long underwear or other clothing, a warm jacket or lined jean jacket, at least half a dozen pair of cotton socks and few tee-shirts, four long-sleeved shirts including two cotton and two flannel, a raincoat or rain slicker big enough to wear over your jacket, a fanny pack, camera, binoculars, and importantly, any sunscreen, lip balm or prescription medicine that you need.
- 16. We are unable to accommodate pets or other animals including dogs because of our demanding schedule and safety concerns.
- 17. Because of the inherent physical risks and the opportunities and activities that we offer, children are normally able to participate in our activities if they are ten (10) years or older.
- 18. We reserve the right to cancel any stay due to unsafe conditions and to refuse service to any individual who jeopardizes the health, safety and welfare of any guest, staff, family member, animals & livestock, or refuses to follow the rules that we establish for your safety and welfare during your visit with us.
- 19. We will endeavor to provide you with a western adventure that is both memorable and safe.
- 20. I certify that I have read, understand and accept the terms and conditions stated herein and I acknowledge that this agreement is intended to be effective and binding not only upon myself, but my heirs, assigns, personal representatives, estate, and for all members of my family including any minor children, if any, accompanying me. I agree to abide by the terms, conditions and rules established by THE HIDEOUT during my visit. I also agree that if I FAX you my signature on this document it is to have the same effect as if I originally signed this document in your presence. I agree to give you an original signature on this document if you so request.

Intending to be legally bound and in consideration for my voluntary participation in the activities available at The Hideout, I hereby fully and forever release and discharge Hideout Adventures, Inc., and its officers, directors, shareholders, employees and agents, their successors or assigns, together with its related entities which may own the property upon which The Hideout conducts its activities and their officers, directors, shareholders, employees and agents, their successors and assigns, whether any of them may be directly or indirectly liable, from any and all claims, demands and/or causes of action, present and future, known and unknown, arising out of or in any way resulting from my participation in the activities available to me at The Hideout. I also undertake to indemnify the same entities and all liability, loss or damage they may suffer as a result of claims, demands, costs of judgments against them or any of them on behalf of third parties arising from my participation in the activities available to me at The Hideout including, but not limited to, any necessary expenses, attorneys fees, or costs incurred in defense against said claims or in the enforcement of this Agreement and Waiver.

- 21. I agree that any interpretation, enforcement of, or action pertaining to this agreement shall be in accordance with Wyoming Law venued in Big Horn County, Wyoming.

DATED this _____ day of _____, 200_____.

GUEST NAME:

GUEST NAME:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME