

**Deadwood Stagecoach Ride
Accident Waiver and Release of Liability
And Indemnity Agreement**

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Deadwood Alive, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or participation as a passenger in or on the Deadwood Stagecoach operated by Deadwood Alive.

This waiver and release is intended to and does release Deadwood Alive from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and/or Deadwood Alive's negligence. This is not intended to release Deadwood Alive from any liability resulting from its intentional misconduct.

2. I further covenant and agree not to institute any claims or legal action against Deadwood Alive for any claim released by this Agreement. I further agree that should any claim be made against Deadwood Alive in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Deadwood Alive for any such claim and expenses including attorney's fees and costs incurred by Deadwood Alive in defending itself or security indemnity hereunder.

3. I understand that Deadwood Alive is not responsible for any lost, stolen, or damaged valuables or property.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Participant's Name

Age

Signature (If under 18 years old, Parent or guardian must also sign)

Date

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and/or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and is fully responsible and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name

Age

Signature of Parent or Guardian

Date