

DOG LIABILITY WAIVER or OTHER PET ANIMAL

Dog Owner Name(or other pet animal):

Dog(s) (or other pet animal) Name(s):

I understand that traveling with my dog on the LEADVILLE COLORADO & SOUTHERN RAILROAD COMPANY (hereinafter referred to as LEADVILLE RAILROAD) is not without risk to myself, my dog or other pet animal, other family members, employees of the LEADVILLE RAILROAD and/or passengers,(human or canine).

These include, without limitation, risks of physical injury, mental injury, emotional distress, trauma, death, contact with other passengers and their dogs or other pet animal, and property damage. All risks are known and appreciated by me. I waive any and all specific notice of the existence of the risks. I shall assume responsibility for and pay my and my dog's or other pet animal's medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses. I agree that I, as owner of the above dog(s) or other pet animal, am solely responsible for the dog(s) other pet animal's behavior and physical control and agree to carefully monitor and control it at all times.

By reading, signing and dating this document, I hereby waive and release the LEADVILLE RAILROAD, and/or its employees, agents and volunteers of said owners, KEN AND STEPHANIE OLSEN from any and all damages, losses, fines, claims, suits, expenses (including attorney fees and defense costs), judgments and/or liabilities of any form or nature resulting from any act or omission of any dog, other pet animal, or dog or other pet animal owner traveling with their dog or other pet animal on the LEADVILLE RAILROAD.

This release of liability includes, but is not limited to any injury, death, sickness or personal injury or property damage my dog or other pet animal or I may suffer while on or around the premises of the LEADVILLE RAILROAD. This release also includes specifically, but without limitation, any and all forms of personal injury (including death) and property damage to myself, other persons, and other animals resulting from the act or omissions of any and all dogs or other pet animal or dog owners and I expressly assume the risk of such damages or injuries and losses throughout the duration of the time spent at the LEADVILLE RAILROAD. I also agree to defend, indemnify and hold harmless the owners of the LEADVILLE RAILROAD, KENNETH AND STEPHANIE OLSEN and/or the employee's agents, and volunteers of said owners from any and all claims, suits, losses, damages, expenses (including attorney fees and defense costs) judgments, fines, penalties and/or liabilities, due to any and all forms of personal injury (including death) and property damage which my pet or I may cause, or be alleged to have caused, to any person, animal, or property while on or around the premises of the LEADVILLE RAILROAD.

By my signature below, I hereby state that I fully understand and agree to the above terms and conditions in consideration for the privilege of traveling with my dog on the LEADVILLE RAILROAD

Signature: _____

Date: _____

(must be signed by a parent or guardian if under 18)