

Winter Committee

Waiver of Liability

I, _____ as a resident of Hoback Ranches, who lives at _____ have applied for and agree to participate in the plowing/snow removal of the secondary winter access road _____ from _____ during the Winter snow season _____ to _____. This application is renewed annually as is the approval to plow this road.

I understand that the plowing of my secondary access road to my property, or approved secondary road, is at my own expense, unless other residents on this road agree to freely contribute to my efforts.

I understand that I need I need to operate my equipment safely and will adhere to all the rules of the Hoback Ranches Winter Committee Winter Access plan. Failure to follow the rules of the Winter Access plan will terminate the approval to plow/remove snow until the situation is corrected.

I understand that I need to have proper insurance as a private operator to cover any liability that I may incur during my plowing activities. **I agree to indemnify and hold harmless the Hoback Ranches Improvement And Service District, its Board of Directors, officers, agents, and employees, and The Winter Committee, of any liability that arises as a result of my removing plowing/removing snow**, which will include the costs and expenses including reasonable attorney fees in defending any such claims, costs, losses, damages (including but not limited to all fees and charges of experts, attorneys, and other professionals and all court or arbitration or other disputes resolution costs), settlements, and judgments for any and all damages suffered by Hoback Ranches Improvement And Service District, its Board of Directors, officers, agents, and employees, and the Winter Committee.

Signed

Date

Printed Name

Winter Committee Chairman