

Hunting Waiver And Release Agreement

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activity of hunting, camping, clay target shooting, or any related activity, and the use of the property, personal dogs, equipment, facilities, and or birds (if any), I agree to the below waiver and release (the "Agreement"):

I acknowledge that hunting, handling firearms, camping, clay target shooting, operating vehicles, such as all-terrain vehicles, activities involving bodies of water or other related activities ("Ranch Activities") have inherent risks, hazards, and dangers that cannot be eliminated, and that the property itself may contain risks, hazards and dangers. I also acknowledge that, in engaging in Ranch Activities with R4U Ranch, LLC, there are additional risks, hazards, and dangers to myself and others that cannot be eliminated. **I understand the danger(s) involved and hereby agree to accept and assume any and all risk of injury, death, property loss or damage.**

I hereby agree and acknowledge that Ranch Activities may result in injury, harm, or death to myself or others. I further acknowledge the unpredictability of an individuals' or animals' reaction to such things as sounds, sudden movement, and unfamiliar objects, places, persons, or other animals. Certain hazards such as surface and sub-surface conditions that I might encounter whether they are obvious or not obvious, man-made or natural, may contribute to injury, harm or death. I further acknowledge that there is the potential of another participant in Ranch Activities to act in a negligent manner that may contribute to injury, harm, or death to me, such as failing or inadequately maintaining control of their gun or not acting within his or her ability. I further acknowledge the risks of handling firearms, being near others that have firearms in their possession and participating in any Ranch Activities that involve the firing of a firearm. I further acknowledge that I am hunting in rugged country where the use of a firearm, encounters with wildlife, animals, insects, temperature extremes and inclement weather are likely to present a risk, hazard, and danger to me and other participants. I accept and acknowledge the unavailability of immediate professional medical attention.

R4U Ranch, LLC shall have full authority to administer treatment of any injury as they deem necessary to ensure the health and safety of myself and/or my children, and I hold them harmless for all treatment and actions. I understand the risks, hazards, and danger described and contemplated in this Agreement and have had the opportunity to discuss them with R4U Ranch, LLC and/or my attorneys. I understand that these activities require me to be in good physical condition. I believe myself to be in good physical condition and fully capable of engaging in Ranch Activities safely. I understand that I have sole responsibility for myself and/or my children and that my participation in Ranch Activities is voluntary and I elect to participate in spite of the risks. **I am voluntarily using the services of R4U Ranch, LLC with full knowledge of the inherent risks of injury, paralysis, death, and/or loss of any type.**

I, the undersigned, for myself, my family members, my heirs, successors, executors, guardians, legal representatives, assigns and subrogees, hereby **KNOWINGLY AND INTENTIONALLY AGREE NOT TO ASSERT A CLAIM AGAINST, UNCONDITIONALLY WAIVE, RELEASE, AND DISCHARGE,** R4U Ranch, LLC, their Managers, Members, directors, officers, agents, employees, partners, affiliates, insurers, hosts, guests, attorneys and volunteers ("Released Parties"), from and against any and all demands, claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees), and damages, including but not limited to actual damages, mental anguish, exemplary or punitive damages, special damages, consequential damages, penalties, fees, interest, or any other type of damage, which are related to, arise out of, or are in any way connected with my participation in any Ranch Activities, including but not limited to **NEGLIGENCE** of any kind or nature, whether foreseen or

unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to myself and/or my children, as a result, in whole or in part, from my engaging in any Ranch Activities, my stay at the ranch or some other cause, regardless of whether such injuries or damages resulted from the acts or omissions, in whole or in part, of any of the Released Parties and/or any other person(s) engaging in Ranch Activities.

I further agree, that in the event any suit or claim is instituted against the Released Parties arising in any way from my negligence, the negligence of a guest, or my children, my agents, my employees or any other persons using the facility with or without my permission; I agree to **INDEMNIFY AND HOLD HARMLESS** R4U Ranch, LLC, and the Released Parties, from all liability in connection therewith including, but not limited to, their attorney's fees and costs involved in connection with the defense of any such action. I further agree to assume any and all liability (including all attorney's fees and hospital and medical expenses) incurred for any and all claims which arise during or from my visit or occupation of the Ranch, properties and or participation in Ranch Activities.

I hereby agree to assume any and all liability for and to **INDEMNIFY AND HOLD HARMLESS** the Released Parties for any claims which were caused in whole or in part by their own negligence or their gross negligence. I further expressly agree to assume all of the related expenses (including all attorney's fees and hospital and medical expenses) arising from the Released Parties' negligence or negligence as it relates to any claim and/or actions that arise during, or result from participation in Ranch Activities.

I hereby assume full responsibility and **INDEMNIFY AND HOLD HARMLESS** the Released Parties from any loss, liability, bodily injury, property damage or loss, or cost, (including all attorney's fees and hospital and medical expenses) incurred by any Released Party arising out of my, my family members', my minors' or my guests' participation in Ranch Activities.

I UNDERSTAND THE RELEASE AND INDEMNITY STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES INCURRED WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CONDUCT WHATSOEVER OF ANY OF THE RELEASED PARTIES.

I hereby attest that I will abide by all Federal, State, County or Ranch laws and/or rules and regulations set out for the hunting and taking of game, as well as in connection with any other Ranch Activities. In addition, I understand that I am responsible for all my actions and R4U Ranch, LLC and the Released Parties are not responsible for my actions, the actions of others or for the theft or loss of any kind. Non-hunting guests are allowed on the Ranch provided this same Agreement is properly signed and executed. Any closed gate that is opened for access to another pasture **MUST** be properly closed after entrance into any adjoining area.

If I fail to abide by all Federal, State, County or Ranch laws and/or rules and regulations set out for the hunting and taking of game, or any other Ranch Activities, I understand that my stay at the Ranch or my participation in any Ranch Activities may be terminated.

READ BEFORE SIGNING

I have carefully read this Hunting Waiver and Release Agreement, and acknowledge that I fully understand its contents. I understand that I have given up substantial rights by signing it, am aware of its legal consequences. I am aware that this is a release of liability and a contract between myself and R4U Ranch, LLC and I have signed it freely and voluntarily, without inducement, assurance

or guarantee being made to me and intend my signature to be a complete and unconditional legal release of all liability to the greatest extent allowed by law.

I further agree that this is a permanent liability release waiver and discharge of me, my heirs, my family members, distributees, guardians, legal representatives, successors or assigns, and indemnity agreement. It shall be considered a continuing release and indemnity agreement, effective for current and all future visits to Ranch, properties and leases.

Executed this day _____ of _____ (month and year)

Print Name _____

Signature _____

PARENTS WITH MINORS

As a parent, guardian or custodian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless the Released Parties.

Must be at least 18 years of age to participate in Ranch Activities. Any observer under the age of 12 is free with paying parent.

(Signature of Parent, Guardian or Custodian of Minor)

(Printed Name)

Print Name(s) of Minor(s) Below:

