

Fry Recreational Ground & DuckHorn Outdoors Adventures LICENSEE AGREEMENT

Fry Recreational Ground (FRG) includes any properties owned or partially owned by the Fry Family Enterprises (FFE), Robert W. Fry or his immediate family. FRG is used for hunting, fishing, hiking, marksmanship, archery, ATV's (all-terrain vehicles) riding, zip lines, boating, enjoying nature, camping etc. DuckHorn Outdoors Adventures (DOA) is a Missouri Not for Profit Corporation that hosts events on FRG (FRG and DOA are hereinafter referred to FRG).

I _____ (first & last name) hereby stipulate and acknowledge that I am a Licensee (hereinafter Licensee), which means I am making use of FRG for my enjoyment and the aforementioned uses at my own risk, including serious bodily injury or death from the negligence of others or the negligence of myself; knowing full well that FRG should only make me aware of perceived hazards that are subjectively perceived to be more dangerous than that of normally found on like properties and during like activities in the area; and I fully assume all associated risks inherent to the property and activities in which I participate; and will fully hold harmless FRG, board members, advisors, staff, volunteers and guest and their heirs and assigns and indemnify them in any case brought against them by or on behalf of me.

It is the intent of FRG that you enjoy the activities and property during your stay. Licensee acknowledges that FRG and/or DOA makes no representations as to the nature of the condition of the property, facilities, equipment or fixtures. Licensee realizes that utilization of these properties may involve walking, running and movement in areas where there are holes, fences, tree branches, poison ivy, poison oak, wildlife, machinery and other hazards which can result in personal injury. Licensee acknowledges that FRG is neither involved in the inspection of the property nor responsible for the conduct of the guests.

Hunting and shooting necessarily involves the use of weapons (firearms, archery etc.) which can be dangerous. Licensees that participates in shooting activities agrees to participate in a safe and respectful manner as directed by the safety standards offered by the Missouri Department of Conservation. Licensee participants agree to follow all additional safety instructions that FRG may subjectively deem appropriate to maximize safety. All hunters using a tree stand are required to use a safety harness. Guest agrees to alert FRG of any medical conditions which may put Licensee at risk prior to arrival at FRG.

Licensee agrees to help FRG clean properties before leaving so the land will be ready for the next hunting, fishing, or recreational group. Licensee acknowledges that this will involve some rigorous and strenuous work, including the lifting of heavy objects and movement of machinery across terrain, and willingly participates in such activities without reservation or hesitation at Licensee's own risk.

Licensee may be afforded the opportunity to utilize ATV's, golf carts, machinery, trailers, equipment, implements, boats, etc.; all of which must be operated in accordance with the owner's manual and within the manufacture's recommended age range. Licensee hereby acknowledges that failure to operate in such a manner may result in serious injury or death to oneself or others. Parental supervision is required for all under 18 years of age.

Licensee understands that there are certain risks inherent in outdoor recreational activities and the guest assumes any and all conceivable risks associated with such activities and hereby agrees to fully hold harmless FRG, board members, advisors, staff, volunteers and guest and their heirs and assigns and indemnify them in any case brought against them by or on behalf of me.

The Licensee recognizes that Kansas and Missouri statutes provide that a landowner is not obligated to keep land safe and that an invitation to use that property for any purpose does not impose any liability on the owner of the land, facilities, equipment or fixtures.

Do you have any medical conditions we should be aware of? _____

I give permission for my photo(s) to be used on DOA social media and promotional material. (circle)

YES ☐ NO ☐

I certify that I read, understand, and accept all of the FRG and/or DOA statements in this Licensee Agreement.

Licensee Name (print clearly)

Licensee or Guardian Signature

Street address

Date

City, State, Zip code

Home or cell telephone number

THIS LICENSEE AGREEMENT CONTAINS AN AGREEMENT TO HOLD HARMLESS AND INDEMNIFY