

## **RELEASE, HOLD HARMLESS AND INDEMNIFICATION**

For due and valuable consideration hereby acknowledged and received including but not limited to the ability to hunt the land possessed by Iowa Cedar Creek Whitetail LLC (hereafter referred to as and included with other parties hereinafter designated as "Releasees"), for a term as designated by Iowa Cedar Creek Whitetail LLC which is revocable at the sole discretion of Iowa Cedar Creek Whitetail LLC at any time, the undersigned (hereafter referred to as "Participant"), hereby agrees to the following terms and conditions.

I ACKNOWLEDGE, AGREE, AND REPRESENT that I understand the nature of hunting activities and that both I, my group and any minors with my group are qualified, in good health, and in proper physical condition to participate in such activity. I further acknowledge that the hunting activities will be conducted over and on rough ground and timber and upon which hazards associated with hunting are to be expected. I further acknowledge that the hunt will also be conducted on private property upon which hazards of hunting are to be expected. I further acknowledge that the consumption of alcoholic beverages during or prior to the hunting activities increases the danger from hunting and increases the risk of injury. I further agree and warrant that if at any time conditions are or should be known to be unsafe I will immediately discontinue further participation in the hunt.

I FULLY understand that (a) CONDUCTING A HUNT FOR GAME INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS") (b) these risks and dangers may be caused by my actions or inactions, the actions or inactions of others participating in the hunt, the conditions in which the hunt takes place, or THE NEGLIGENCE of the "RELEASEES" named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMICAL LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT ALL SUCH RISKS AND ALL RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE HUNTING ACTIVITIES.

I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Iowa Cedar Creek Whitetail LLC, Lamonte Alan Stark, Tammy M. Stark Wayne L. King and Wanda King, Laura H. Ham, Doug Ham, Larry N. Stark, Natasha Rohdy, Jason Rohdy, Michael L. Stark, Kimberly Stark, Daniel Pigeon, Larry Pigeon, William Hart, Regina Hart, Cheriell Fleig, participating private landowners, their respective administrations, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the hunting activities take place, (each considered jointly and individually as "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED ON WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney's fees, loss, liability, damage, or cost which may occur as the result of such claim.

Participant waives, for himself or herself and his or her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he or she, individually or in conjunction with others, may have or which may arise against Releasees, and any of their heirs, employees, directors, officers or agents, including but not limited to any and all injuries, damages or illnesses suffered by Participant or Participant's party, helpers, associates, trackers or those assisting or with Participant and/or Participant's property, which may, in any way whatsoever, arise out of, be related to or be connected with hunting or in any way connected with his or her presence on the property of Releasee. Participants on behalf of themselves and their executors, administrators, assignees or heirs, hereby expressly release Releasees and any of their heirs, employees, directors, officers or agents from any and all such claims.

Participant hereby expressly assumes all risks of or pertaining to Participant's activities or Participant's entry upon Releasees land and all activities relating to hunting on Releasees' land which include, but are not limited to, the discharge of firearms and the firing of live ammunition and the use of and presence upon Releasees land.

Participant agrees to indemnify, hold harmless and defend each Releasee and any of their heirs, employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits, including but not limited to attorneys fees and costs, arising out of, related to or connected with the discharge of firearms and use of and presence upon Releasees land. Should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or any local law, or under any theory of law or equity, Participant will indemnify, hold harmless and defend the above parties and any of their heirs, employees, directors, officers or agents, from any and all costs, expenses or liability including, but not limited to attorneys fees and all costs and the cost of any settlement or judgment made or rendered against Releasee or either of them or any of their heirs, employees, directors, officers or agents, whether individually, jointly, or in conjunction with Participant, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including but not limited to attorney's fees. Participant further agrees that he will not harm or damage the Releasees real or personal property and will conduct himself in conformity with all federal, state and local laws and will observe all appropriate hunting procedures and gun safety in conformity with the National Rifle Association and the Iowa Department of Natural Resources ([www.iowadnr.com](http://www.iowadnr.com)), and abide by the hunting practices of an expert, experienced hunter.

No minor shall be allowed to engage in the hunting activities without full parental consent and acknowledgment accepting full and complete responsibility for said minors actions or inactions and said parent agrees to all terms herein as applicable to said minor and that the parent has trained, counseled and educated said minor in all hunting activities and said minor has such experience and skill as a hunter to establish said minor as an adult hunter fully capable of conducting himself or herself to the same standard of an adult hunter with experience, skill and knowledge of an expert hunter.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL

LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Participant(s):

\_\_\_\_\_  
Participant(s) Address:

\_\_\_\_\_  
Participant(s) Signature:

\_\_\_\_\_  
Parent/Guardian Signature (if participant is under Age 18)