

Agreement/Waiver/Release of Liability and Full Assumption of Risk Agreement (SJK Ranch Properties, LLC)

HUNTER/PARENT/GUARDIAN/PARTICIPANT HEREBY ACKNOWLEDGES THEY ARE VOLUNTARILY PARTICIPATING IN ACTIVITIES ON THE PREMISES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, PROPERTY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY OUT OF “RANCH ACTIVITIES,” INCLUDING BUT NOT LIMITED TO: HUNTING OR SHOOTING ACTIVITIES WHICH ARE INHERENTLY DANGEROUS ACTIVITIES.

RELEASE/WAIVER OF LIABILITY AND INDEMNITY

As all or part of the legal consideration for being permitted or invited by Steve Kroll or SJK Ranch Properties, LLC to participate in hunting, shooting or any other general ranch activities and use of the facilities, I hereby agree to the following: I am aware that hunting, working, operating all-terrain vehicles, and all other vehicles/equipment and related ranch activities (collectively referred to as the “Ranch Activities”) are dangerous. I hereby acknowledge that I have voluntarily chosen to participate in Ranch Activities with persons I may or may not know. I understand the dangers involved and hereby agree to accept any and all risk of injury, death, property loss or damage.

I, the undersigned, do hereby unconditionally **RELEASE, DISCHARGE AND AGREE NOT TO ASSERT A CLAIM AGAINST** SJK Ranch Properties, LLC, its officers, owners, family members, agents, directors, contractors, partners, employees, guests, attorneys, insurers, and the property owners (collectively referred to as “Releasees”) on whose land I am allowed to participate, from all claims, demands, and causes of action, that I, my heirs, my family members, distributees, guardians, legal representatives, successors or assigns now have, or may in the future have, for any injury (including without limitation, personal injury or death to my person or my guests or invitees) or property damage or property loss resulting from the Ranch Activities, regardless of whether such injuries or damages result from the negligence, in whole or in part, of any Releasee or any other person(s) engaging in the Ranch Activities.

I agree that in the event any suit or claim is instituted against Releasees arising in any way from my negligence, the negligence of my guest, invitee or my family, my agents, my employees or any other persons using the facility under my invitation, with or without my permission (collectively the “Indemnitors”), to INDEMNIFY AND HOLD HARMLESS Releasees from all liability from any loss, liability, bodily injury, property damage or loss, or cost, 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 agree to assume any and all liability incurred for any and all claims which arise during, or result from, the Indemnitors’ use of the premises, and or 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 THE RELEASEES.

I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and am aware of its legal consequences. I am aware that this is a release of liability and a contract between myself and the Releasees and 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 release of all liability to the greatest extent allowed by law.

Date _____

Signature

Print Name

Signature of approving Parent or Guardian for Minor