

CONTRACT AND RELEASE



I, _____, hereby AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS Rancho Los Senderos, Inc. ("Rancho los Senderos") and its officers, directors, representatives, guests, or employees, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the hunting/target shooting, fishing, horseback riding, driving, biking, hiking, jogging, boating, archery, and any other recreational activity I am about to voluntarily engage in as a participant bears certain risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, my property or to spectators or other third parties.
2. Being aware that this hunting/target shooting, fishing, horseback riding, driving, biking, hiking, jogging, boating, archery, and any other recreational activity entails known and unknown risks of injury to myself and risk of injury to spectators or other parties as a result of my actions, I EXPRESSLY AGREE, CONVEANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, OR DISEASE, OR DAMAGE TO MYSELF, TO OTHERS OR TO MY PERSONAL PROPERTY ARISING FROM MY PARTICIPATING IN THIS HUNTING/SHOOTING, FISHING, HORSE BACK RIDING, DRIVING, BIKING, HIKING, JOGGING, BOATING, ARCHERY, AND ANY OTHER RECREATIONAL ACTIVITY ON RANCHO LOS SENDEROS PROPERTY. I acknowledge that my participating in this hunting/target shooting, fishing, horseback riding, driving, hiking, jogging, boating, archery, and any other recreational activity is purely voluntary, no one is forcing me to participate and I elect to participate in spite of the risks. I further acknowledge that if I am hunting or target shooting, that each is an inherently dangerous activity and that the weapons that I will be using in the hunting or target shooting activity can kill, maim and injure humans, wildlife and property. I also understand that Rancho Los Senderos makes no express or implied representation as to the condition of any equipment, vehicles, firearms, roads, buildings, gates, or other improvements on the Rancho Los Senderos property on which the activities will take place. I also understand that I may be exposed to other dangerous conditions, risks and hazards on the Rancho Los Senderos property, including, but not limited to, dangerous weather conditions, poisonous snakes, insects and spiders, blinds and tree stands erected by Rancho Los Senderos, erosion and general conditions of the land both on and off roadways, which may create hazardous driving and walking conditions, animals both wild and domestic, which may be diseased and are potentially dangerous; deep water, other persons with firearms or bows on or off Rancho Los Senderos property. I EXPRESSLY ACKNOWLEDGE THE EXISTENSE OF ALL SUCH RISKS, HAZARDS AND DANGERS WHICH I MAY BE EXPOSED TO ON THE RANCHO LOS SENDEROS PROPERTY.
3. Further in exchange for right to enter the Rancho Los Senderos property and engage in, and/or pay for the activities described above, I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify Rancho Los Senderos, its agents, employees, and all of the persons or entities from any and all liability, claims, demands, actions which are related to, arise out of, or in any way connect with my participation in this hunting/target shooting, fishing, horseback riding, driving, biking, hiking, jogging, boating, archery, and any other recreational activity, including specifically, but not limited to the negligent acts or omissions of Rancho Los Senderos, its agents, employees, and all other persons or entities for any and all injury, death, illness or disease and danger to myself or my property. IN SIGNING THIS DOUMENT, I EXPERSSLY ACKNOWLEDGE THAT I AM RELEASING RANCHO LOS SENDEROS AND ITS OFFICRS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS AND EMPLOYEES FROM LIABILITY FOR DAMAGES CAUSED BY THE NEGLIGENCE OF RANCHO LOS SENDEROS AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, AND EMPLOYEES.
4. I understand that by indemnifying Rancho Los Senderos, should it become necessary for Rancho Los Senderos, or someone on Rancho Los Senderos behalf, to incur attorneys' fees and costs to enforce this agreement, or any portion thereof, I agree to pay Rancho Los Senderos reasonable costs and attorney's fees arising therefrom.
5. The release, discharge, and indemnification voluntarily given by me herein shall extend to, and for the benefit of, any corporation, partnership, or other entity affiliated with Rancho Los Senderos, its operations, or the property or with which Rancho Los Senderos may be affiliated in connection with its operations or the property in any capacity, including but not limited to as a partner, limited partner, shareholder, or otherwise.
6. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

7. If any provision of this Participant Release and Indemnification Agreement is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.
8. I further agree that in consideration of my being permitted to visit Rancho Los Senderos, I further authorize any of the above name parties, their agents, employees owners and representatives to have the right to use my picture or video production and quotations for publicity and promotional purpose in any manner they desire and without any compensation of any type.
9. I further attest that I will abide by all Federal, State, county or Rancho Los Senderos laws and rules. In addition, I understand that I will be charged for all animals wounded at full trophy fee, and I agree that I am responsible for all my actions and that Rancho Los Senderos is not responsible for my actions or for the theft or loss of my property of any kind. I also agree to pay for and/or replace (in full and equal value) any items, vehicles, boats, firearms, and any other Rancho los Senderos property that I lose, break, destroy, sink, damage, or misplace within 60 days of such occurrence.
10. I further agree that this is a permanent liability release and indemnity agreement. It shall be considered a continuing release and indemnity agreement, effective for any and all future visits to Rancho Los Senderos.

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I hereby CONTRACTUALLY AGREE TO THE FOLLOWING:

1. I AGREE THAT I AM COMPLETELY LIABLE FOR FULL PAYMENT OF ANY ANIMAL SHOT AND/OR INJURED BY ME. I will be charged the current list price for the animal.
2. All Hunts are NO KILL-NO PAY-HOWEVER, THERE WILL BE A \$100 PER DAY GUIDE FEE PER HUNTER
3. All deposits are non refundable.
4. I will strictly adhere to all state and federal laws and game/hunting/fishing regulations
5. I will not consume alcoholic beverages or take dangerous drugs during the hunt

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE TWO PAGE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTANDS THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

Date: _____

Signature of Participant _____ Print Name: _____

If under 18,
Signature of Parent or guardian _____ Print Name: _____

Address: _____ Phone: _____