

INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

Each of the undersigned individuals, hereinafter referred to as a **PARTICIPANT** (*Participant hereinafter being in reference individually or collectively as the context requires and to include not only the person signing this document but also any minor for whom a PARTICIPANT signs on behalf of under the express parental or guardianship authority granted to such PARTICIPANT*), for and in consideration of being permitted entry to and participation in the annual **GOD IN THE HUNT ACTIVITIES** (*hereinafter referred to as "Activities"*) by **GOD IN THE HUNT CLUB, McCALL TIMBER FARMS. LLC & VAN MCCALL** (*hereinafter collectively and individually referred to as "CLUB"*) for, and all purposes associated therewith specifically including but not limited to, the use of and demonstration of firearms and other hunting weapons, all of which PARTICIPANT acknowledges are dangerous instruments agrees to the following:

(1) PARTICIPANT agrees to indemnify, hold harmless, and defend CLUB from any and all fault, liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of PARTICIPANT in the course of PARTICIPANT's presence upon CLUB's land and participation in or observation of CLUB and PARTICIPANT activities which includes but is not limited to entry upon, over, across and presence upon, a firearms shooting range, archery range, various buildings, structures, facilities, and timberland (all together comprising and hereinafter referred to as "Premises") including, but not limited to, PARTICIPANT's use of firearms and other hunting or target shooting weapons or devices.

(2) PARTICIPANT further waives for him or herself and for his or her heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which they may have or which may arise against CLUB (including, but not limited to, damage to PARTICIPANT's property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including physical or emotional injury or death, suffered by PARTICIPANT) which may in any way whatsoever arise out of, be related to, or be connected with PARTICIPANT's presence upon Premise or participation in Activities including but not limited to the use of firearms, archery or artillery on Club Premises by PARTICIPANT, any other PARTICIPANT, CLUB or individual authorized by CLUB to be on the Premises.

(3) PARTICIPANT acknowledges that he or she is a guest and not an invitee and CLUB nor any person authorized by CLUB to be on the premises other than another PARTICIPANT shall not be liable to PARTICIPANT, for any claim of damages suffered by PARTICIPANT based upon simple negligence of

CLUB or any person authorized by CLUB to be on the premises other than another PARTICIPANT or for any claim of damages arising from latent or patent defects on Premises.

(4) PARTICIPANT acknowledges and agrees that the use of firearms, archery and artillery is an inherently dangerous activity. PARTICIPANT expressly assumes the risk of being on CLUB Premises where firearms, archer and artillery are used and discharged. PARTICIPANT further expressly assumes the risk of being in the presence of discharging firearms, archery or artillery whether discharged by PARTICIPANT or any other person authorized by CLUB to do so.

(5) PARTICIPANT releases CLUB and any person authorized by CLUB to be on Premises other than another PARTICIPANT for any claim for injury or damages resulting from the operation of any motor vehicle, for the consuming of any food or beverage while on the Premises.

(6) PARTICIPANT expressly agrees that this agreement by them, individually and together, is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise.

(7) Each person signing as a PARTICIPANT or on behalf of a PARTICIPANT represents and warrants to CLUB that he or she can read and write, has read this document, is duly authorized and empowered to sign for him or herself or on behalf of any minor PARTICIPANT as designated and further acknowledges that CLUB has expressly relied upon such representation of PARTICIPANT as to such authority. Any PARTICIPATE signing on behalf of a minor PARTICIPANT covenants and agrees to hold CLUB and all persons authorized by CLUB to be on Premises other than other PARTICIPANTS harmless from and indemnify them from any financial loss or expense of any kind arising as a result of any claim made against any or all of them by a minor, parent or legal guardian of a minor for whom PARTICIPANT signed this document.

(8) PARTICIPANT acknowledges and agrees that will at all times abide by all CLUB rules, instructions and directives while on Premises and CLUB has the right to demand that PARTICIPANT leave the Premises at any time for any reason whatsoever and the failure of PARTICIPANT to leave the premise when requests shall constitute a criminal trespass.

ALL PARTICIPANT SIGNATURES ARE ON ATTACHED ADDENDUMS

**SIGNATURE ADDENDUM TO
INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER,
RELEASE AND ASSUMPTION OF RISK AGREEMENT**

NOTE: EACH PERSON SIGNING THIS AGREEMENT IS CERTIFYING AND WARRANTING TO CLUB THAT HE OR SHE HAS EXPRESS LEGAL AUTHORITY TO SIGN THIS DOCUMENT FOR ANY MINOR ON WHOSE BEHALF SUCH PERSON IS SIGNING.

PRINTED NAME OF PARTICIPANT

**SIGNATURE OF OR FOR PARTICIPANT
(if signing for minor, print & sign your name)**

EXAMPLE

JOHNNY DOE _____

Minor child

BY RANDY ROE – RANDY ROW _____

Parent or other authorized adult

Minor child

Parent or other authorized adult

Minor child

Parent or other authorized adult

Minor child

Parent or other authorized adult

Minor child

Parent or other authorized adult

Minor child

Parent or other authorized adult

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