

## RELEASE AND INDEMNIFICATION AGREEMENT

I am voluntarily participating in hunting or any other activities on land owned by Circle L5 Ranch, LLC and Circle L5 HR, LLC, through a business run by Bucket List Whitetails, Ltd. I understand that as a condition of being allowed to enter the property and participate in hunting or any other activities, these entities require my signature on this Release and Indemnification Agreement:

1. **Waiver and Release of Liability:** My participation in hunting or any other activities is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:

a. I hereby release and hold harmless Circle L5 Ranch, LLC and Circle L5 HR, LLC, Bucket List Whitetails, Ltd., their officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.

b. I recognize the physical exertion involved in hunting or any other activities and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.

c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the hunting or any other activities, including those sustained on the premises where the hunting or any other activities are held and while I am traveling to and from such premises, regardless of the location or mode of transportation.

d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

### 2. **General Provisions:**

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Marquette, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

d. I further agree that in the event any lawsuit or claim is instituted against the Releasees, either on my behalf, **or on the behalf of my guests or minors accompanying me** on the premises, I agree to indemnify and hold harmless Releasees from all liability in connection therewith including, but not limited to, attorney fees and costs involved with the defense of any such claim.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the hunting or any other activities.

Dated: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_