

**ROUGH CREEK OPERATING LP
PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT**

I, _____, hereby AGREE TO RELEASE AND HOLD HARMLESS Rough Creek Lodge, Inc (“Rough Creek Lodge”) and its officers, directors, or employees, of behalf of myself, my heirs, assigned personal representatives and estate as follows:

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

Signature of Participant: _____ Print Name: _____

If under 18

Signature of Parent/Guardian: _____ Print Name: _____

Age Of Participant (if under 18): _____ Date of Birth (if under 18) _____

Address: _____

Phone Number: _(____)_____ Today’s Date: _____

- _____ (initial) I DECLINE THE USE OF A HELMET FOR BIKING.
- _____ (initial) I UNDERSTAND I WILL BE CHARGED A FEE OF \$40.00 IF I DO NOT RETURN THE BIKE HELMET.
- _____ (initial) I UNDERSTAND I WILL BE CHARGED A FEE OF \$125.00 IF I DO NOT RETURN THE MOTORCYCLE HELMET
- _____ (initial) I UNDERSTAND I WILL BE CHARGED A FEE OF \$125 IF I DO NOT RETURN ALL FISHING EQUIPMENT
- _____ (initial) I UNDERSTAND I WILL BE CHARGED THE COST OF REPART TO BICYCLES, 4-WHEELERS AND ANY OTHER EQUIPMENT AS SPECIFIED IN PARAGRAPH SIX (6) OF THIS AGREEMENT.

1. I understand and acknowledge that the hunting/target shooting sports, rifle range, teambuilding activities, fishing, basketball, tennis, swimming/pool activities, lake activities, use of the fitness center, golf driving range, wildlife tours, camping, 4-wheeling, Kawasaki Mule/Polaris riding, biking, jogging, hiking/Nature Trail walks, use of the playground, aqua cycle, kayaking, boating, archery, climbing wall, zip line, bungee jump, carriage rides, hay rides, equestrian activities and any other recreation activity I am about to voluntarily engage in as a participant bears certain risks which could result in injury, death, illness, disease, physical or mental damage to myself, my property or to spectators or third parties.
2. Being aware that this hunting/target shooting sports, teambuilding activities, fishing, basketball, tennis, swimming/pool activities, lake activities, use of the fitness center, golf driving range, wildlife tours, camping, 4-wheeling, Kawasaki Mule/Polaris riding, biking, jogging, hiking/Nature Trail walks, use of the playground, aqua cycle, kayaking, boating, archery, climbing wall, zip line, carriage rides, hay rides, equestrian activities and any other recreation activity and a risk of injury to spectators or other parties as a result of my actions, I EXPRESSLY AGREE, CONVENANT, AND PROMISE TO ACCEPT, AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS OR DAMAGE TO MYSELF, TO OTHERS OR TO MY PERSONAL PROPERTY ARISING FROM MY PARTICIPATION IN THIS HUNTING/TARGET SHOOTING SPORTS, RIFLE RANGE, TEAMBUILDING ACTIVITIES, FISHING, BASKETBALL, TENNIS, SWIMMING/POOL ACTIVITIES, LAKE ACTIVITIES, USE OF THE FITNESS CENTER, GOLF DRIVING RANGE, WILDLIFE TOURS, CAMPING, 4-WHEELING, KAWASAKI MULE/POLARIS RIDING, BIKING, JOGGING, HIKING/NATURE TRAIL WALKS, USE OF THE PLAYGROUND, AQUA CYCLE, KAYAKING, BOATING, ARCHERY, CLIMBING WALL, ZIP LINE, BUNGEE JUMP, CARRIAGE RIDES, HAY RIDES, EQUESTRIAN ACTIVITIES, AND ANY OTHER RECREATION ACTIVITY ON ROUGH CREEK PROPERTY. I acknowledge that my participation in the hunting/target shooting sports, rifle range, teambuilding activities, fishing, basketball, tennis, swimming/pool activities, lake activities, use of the fitness center, golf driving range, wildlife tours, camping, 4-wheeling, Kawasaki Mule/Polaris riding, biking, jogging, hiking/Nature Trail walks, use of the playground, aqua cycle, kayaking, boating, archery, climbing wall, zip line, bungee jump, carriage rides, hay rides, equestrian activities and any other recreation 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 the weapons that I will be using in the hunting or target shooting can kill, maim or injure humans, wildlife and property. I also understand that Rough Creek Lodge makes no express or implied representation as to the condition of any roads, buildings, gates, or other improvements on the Rough Creek property on which the activities will

take place. I also understand that I may be exposed to other dangerous conditions, risks, and hazards on Rough Creek property, including but not limited to, poisonous snakes, insects and spiders, blinds and tree stands erected by Rough Creek, 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 in lakes and potentially on roads improved or not and other persons with firearms on or off Rough Creek property. I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS AND DANGERS WHICH I MAY BE EXPOSED TO ON THE ROUGH CREEK PROPERTY.

3. INDEMNITY: FURTHER IN EXCHANGE FOR THE RIGHT TO ENTER THE ROUGH CREEK PROPERTY AND ENGAGE IN THE ACTIVITIES DESCRIBED ABOVE, I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS AND INDEMNIFY ROUGH CREEK, 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 THE HUNTING TARGET SHOOTING SPORTS, RIFLE RANGE, TEAMBUILDING ACTIVITIES, FISHING BASKETBALL, TENNIS, SWIMMINGPOOL ACTIVITIES, LAKE ACTIVITIES, USE OF THE FITNESS CENTER, GOLF DRIVING RANGE, WILDLIFE TOURS, CAMPING, 4-WHEELING, KAWASAKI MULE/POLARIS RIDING, BIKING, JOGGING, HIKING/NATURE TRAIL WALKS, USE OF THE PLAYGROUND, AQUA CYCLE, KAYAKING, BOATING, ARCHERY, CLIMBING WALL, ZIPLINE, BUNGEE JUMP, CARRIAGE RIDES, HAY RIDES, EQUESTRIAN ACTIVITIES AND ANY OTHER RECREATION ACTIVITY, INCLUDING SPECIFICALLY, BUT NOT LIMITED TO THE NEGLIGENCE ACTS OF ROUGH CREEK, ITS AGENTS, EMPLOYEES AND ALL OTHER PERSONS OR ENTITIES FOR ANY AND ALL INJURY, DEATH, ILLNES OR DISEASE AND DANGER TO MYSELF OR MY PROPERTY. IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE THAT I AM RELEASING ROUGH CREEK AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS AND EMPLOYEES FROM LIABILITY FOR DAMAGES CAUSED BY THE NEGLIGENCE OF ROUGH CREEK AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS AND EMPLOYEES.
4. INDEMNIFICATION EACH PARTY AGREES TO PROTECT INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AND THE OTHER PARTY'S OFFICERS, PARTNERS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, LOSSES OR DAMAGES TO PERSONS OR PROPERTY, GOVERNMENT CHARGES OR FINES AND COSTS (INCLUDING ATTORNEYS' FEES) ARISING FROM OR CONNECTED WITH THE EVENT USE OF THE PREMISES OR PART THEREOF SOLELY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY OR ITS INDEPENDENT CONTRACTORS, GUESTS, INVITEES OR AGENTS. THIS PROVISION SUPERSEDES AND OVERRIDES ANY LIMITATION ON LIABILITY. IF ANY SET FORTH IN THE DOCUMENTATION.
5. THE RELEASE DISCHARGE AND INDEMNIFICATION VOLUNTARY GIVEN BY ME HEREIN SHALL EXTEND TO AND FOR THE BENEFIT OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY AFFILIATED WITH ROUGH CREEK, IT'S OPERATION OR THE PROPERTY OR WITH WHICH ROUGH CREEK MAY BE AFFILIATED IN CONNECTION WITH ITS OPERATION 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 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. I UNDERSTAND I AM PERSONALLY AND FINANCIALLY RESPONSIBLE FOR DAMAGES INSTRUCTIONS OR INSTRUCTIONS FROM ROUGH CREEK PERSONEL OR STAFF.
7. No Promotion Rough Creek Lodge and Resort agrees that we will not, without your prior written consent in each instance, (I) use in advertising publicity or otherwise your name or any affiliate, partner, employee or agent of yours or any trade name, trademark, trade device service mark, symbol or any abbreviation, contraction, or simulation thereof owner by you or your affiliates or (II) represent, directly or indirectly that the Services have been approved or endorsed by you. You are permitted to use our name in order to promote the Event.
8. 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.