

FULL CHOKE LODGE, L.L.C.
HUNTING AGREEMENT, RELEASE AND INDEMNITY AGREEMENT

WELCOME TO FULL CHOKE LODGE, L.L.C. (hereafter referred to as Full Choke) FULL CHOKE intends to offer you a good hunting experience including guided pheasant hunting for the days agreed upon by the parties hereto, with complete accommodations available, and transportation to and from hunting areas.

The fee for this experience will be set annually and will include South Dakota State Sales Tax. The HUNTER is responsible for the purchase of necessary licenses as required by South Dakota law.

FULL CHOKE will not provide ammunition, alcoholic beverages, and transportation to the lodge or evening dinners unless specially arranged. FULL CHOKE does not guarantee a limit of birds to any hunter, but promises good hunting.

FULL CHOKE strictly prohibits the use of any alcoholic beverages by the hunter during hunting activities and until the hunting activities are complete. FULL CHOKE requires eye protection and a bright hat during the hunt.

Pursuant to this agreement the HUNTER might be staying at the lodge owned by FULL CHOKE LODGE. The HUNTER, will be hunting upon property owned or controlled by Frank Bures and other land, which is leased by FULL CHOKE.

FULL CHOKE and your hosts wish to insure that the HUNTER appreciates that there are certain risks, hazards and dangers connected with hunting. Particularly, FULL CHOKE expects the HUNTER to recognize the following:

(A).There are necessary holes, fences, tree-branches, and similar hazards throughout the hunting areas, which may cause injury to any HUNTER who is not observant and careful thereof;

(B).Guns are dangerous, **and** neither FULL CHOKE, its agents , or the landowners above will be able to inspect, supervise or monitor the HUNTERS in any hunting party and necessary leaves the entire matter of safety in the hunting and gun handling up to the individual HUNTERS;

(C).If any HUNTER observes any unsafe practices by any other HUNTER or guide he agrees to immediately withdraw from further hunting **and** notify FULL CHOKE, who will make the different arrangements for the HUNTER;

(D).HUNTER warrants that he is experienced in hunting and the safe use of guns. If he is not, he agrees to notify FULL CHOKE before hunting starts so that FULL CHOKE can take necessary precautions;

(E).In South Dakota there are Court Decisions that indicate that a hunting party may be a "joint venture" consisting of all members of its hunting party and the organizers of the party.

NOW THEREFORE, in consideration of my use of the property and facilities owned, leased, licensed, or used by FULL CHOKE, the HUNTER agrees to the following:

1. That I understand the risks, hazards, and dangers as described above. I understand that hunting may require good physical conditioning. I believe I have good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities for my personal safety and for the safety of others who are hunting with me. I agree not to claim that there is a joint venture between myself and, anyone who may injure me, or the other persons or parties described above, while using the services or facilities of FULL CHOKE;
2. That I am aware that the hunting activities entail the risk of danger of accidental or negligent injury or death to myself and/or others. I understand that the description of these risks and dangers as contained herein and as related to me verbally is not complete and that many unknown or unanticipated risks and dangers may result in my injury or death. I agree to assume full responsibility for the risks and dangers identified herein and for all of those risks and dangers that are inherent in any of the activities that I may participate in. I assume full responsibility for myself as well as for all minor children, who may participate with me, or at my direction or under my control. This responsibility includes, but is not limited to bodily injury, death, loss of personal property and all other expenses as a result thereof. Furthermore, I assume full responsibility for myself and **any** minor child and guests by reason of any injuries sustained by them as a result of my negligence, if any, in participating in these activities.
3. That my participation in these activities is purely voluntary. No **one** is forcing me to participate in and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF FULL CHOKE. WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.
4. That I hereby **fully and forever release and discharge FULL CHOKE, its agents, and involved lessors or landowners, to include but not be limited to Frank Bures, Ernie Ray Bures, Kelly Tschumper, and Todd Gasper**, from any and all claims and demands, actions, damages, costs, loss of services, expenses and any and all other claims whatsoever, both in law and in equity, on account of, or

in any way resulting from, personal injuries, conscious suffering, death, property loss or damages or other loss or damage sustained by me or caused by accident or negligence to me arising out of, directly or indirectly, activities that I have chose to engage in upon lands or facilities owned, lease, licensed, operated or used by FULL CHOKE. This release and discharge includes all person injuries, conscious suffering, death or property damage resulting from or in any way connected with recreational, hunting, fishing, shooting, motor vehicles used or any other activities incidental to my voluntary use and enjoyment of the land and facilities by FULL CHOKE. This release and discharge **includes, but is not being limited to, the negligence of FULL CHOKE, and their agents.**

5. Furthermore, I hereby expressly stipulate, covenant and **agree to indemnify and hold forever harmless the said FULL CHOKE or its agents** from any and all actions and any and all other claims for damages whatsoever brought against FULL CHOKE by any said minor child accompanying me, brought by me, or under my control which may be hereafter arise from the negligence of FULL CHOKE, its agents, myself, my guests, or any minor child accompanying me or brought by me, or under my control.
6. That **the terms of this lease and indemnification agreement are contractual** and not a mere recital, **and contain the entire agreement between the parties.** I agree that I, my guests, and minor children will abide by the rules and regulations of FULL CHOKE. And I further will agree that I, my guests and any minor children accompanying me may be requested to leave the area for any infraction thereof.

I have read, understand and accept all of the terms and conditions stated in this agreement and I acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estate, members of my family and guests while either I or they participate in any activities. If any portion of this agreement shall be held to be unenforceable, then the remainder of this agreement shall continue in full force and effect. The parties agree that once signed that this agreement will continue for future hunting trips of the HUNTER and FULL CHOKE unless revoked in writing by the HUNTER.

Signature:

Date: _____

Under 18, signature of parent or guardian:

Date: _____