

Swanson Lake Ranch, LLC

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing
This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to access the properties of **Swanson Lake Ranch, LLC** and/or participate in the activities of _____, I agree to the following Waiver and Release:

I acknowledge that being on the properties of **Swanson Lake Ranch, LLC**, and/or _____ has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of injury or death from handling firearms and being near others with firearms;
2. The risk of injury or death from ammunition and shot from other firearms;
3. The risk of injury or death from being in the wilderness, including, but not limited to, inclement weather conditions, becoming lost, and encountering harmful wildlife, fauna and flora;
4. The risk of injury or death from riding all terrain vehicles (ATVs) or any vehicle used off a paved road.
5. The risk of injury or death from the use of tree stands.
6. The risk of injury or death from the use of horses.
7. The risk of injury or death from the use of ranch equipment.
8. The risk of injury or death from the use of boats and other watercraft.
9. The risk of injury or death associated with water hazards including ponds, sloughs and river bottom.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with **Swanson Lake Ranch, LLC**. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and a degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY ACCESSING THE PROPERTY AND USING THE SERVICES OF SWANSON LAKE RANCH, LLC 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.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS **Swanson Lake Ranch, LLC**, their members, directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my being on the properties of **Swanson Lake Ranch, LLC**, and/or my participation in the aforementioned activities including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly from being on the properties and/or these activities or the use of services, animals or equipment provided by **Swanson Lake Ranch, LLC**, whether such damage, loss, injury, paralysis, or death results from the negligence of **Swanson Lake Ranch, LLC** or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue **Swanson Lake Ranch, LLC** as a result of any injury, paralysis, or death suffered in connection with my being on the properties of **Swanson Lake Ranch, LLC** and/or use and participation in the activities of _____.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Date

Signature

Print Name

Mailing Address

City State Zip

Phone Number

