

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 stay at the property or participate in the activities of: hunting game animals, waterfowl, upland birds, overnight lodging, fishing, boating or boat rental and any other recreational activity, including, but not limited to use of ATV vehicles, horses, swimming, camping, boating, boat rental, or fishing ("Activities"), I agree to the following Waiver and Release:

A. I acknowledge that staying at the property and/or participating in the above activities have 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 handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking or driving in rugged country, including encounters with wildlife, animals and insects; injury due to land conditions, fencing or other conditions contained on the property whether natural, manmade or caused by livestock or animals.
4. Inclement weather conditions;
5. The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle used off the paved road.
6. The risk of injury from the use of tree stands.
7. The risk of injury from using, riding or being in the vicinity of horses and livestock.
8. The risk of injury or drowning while swimming or participating in any activity near water.
9. The risk of injury or death from boating or fishing.

B. I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with a representative of Blue Creek Livestock Co. / Blue Creek Lodge, Blue Creek Land Co. LLC and Gregory Polk. 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 the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in these activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF BLUE CREEK LIVESTOCK CO./ BLUE CREEK LODGE, BLUE CREEK LAND CO. LLC, GREGORY POLK, EMPLOYEES OR ASSOCIATES 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.

C. I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Blue Creek Livestock Co./Blue Creek Lodge, Blue Creek Land Co. LLC, Gregory Polk, their directors, officers, agents, employees, and volunteers (the "Ranch") from and against any and all present and future 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 participation in these Activities including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of the property, these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of the Ranch, the lodge, their directors, officers, agents, employees, and volunteers or from some other cause.

D. I, for myself, my heirs, my successors, executors and subrogees, waive my right to file and promise not to file any legal proceedings against Blue Creek Livestock Co./Blue Creek Lodge, Blue Creek Land Co. LLC, Gregory Polk their directors, officers, agents, employees, and volunteers for any personal injury, paralysis, death or property damage sustained by me or my minor children while participating in these Activities, including damage arising out of negligence by the Ranch; and I shall pay all costs and attorney's fees from any legal proceedings which I may bring contrary to this Agreement and which is resolved in favor of the Ranch, entities and owner.

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

Date Signature _____
Print Name

Date Signature _____
Print Name

Date Signature _____
Print Name

Date Signature _____
Print Name

Date Signature _____
Print Name

Date Signature _____
Print Name

Date Signature _____
Print Name

Date Signature _____
Print Name

Date Signature _____
Print Name

Date Signature _____
Print Name

If less than eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the minors listed below being permitted by Blue Creek Livestock Co./Blue Creek Lodge, Blue Creek Land Co. LLC, Greg Polk, employees or associates to participate in the herein Activities, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Blue Creek Livestock Co./Blue Creek Lodge, Blue Creek Land Co. LLC, Greg Polk, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in any of the Activities at or on the facilities of Blue Creek Livestock Co./Blue Creek Lodge, Blue Creek Land Co. LLC and Gregory Polk. I, for myself and on behalf of said minor, further agree not to sue Blue Creek Livestock Co. /Blue Creek Lodge, Blue Creek Land Co. LLC or Gregory Polk as a result of any property damage, loss, injury, paralysis or death that said minor suffers in connection with his/her participation in the Activities at or on the facilities of the Ranch.

Date

Signature of Parent, Guardian or
Custodian of Minor

Print Name of Minor

Print Name of Minor

Print Name of Minor

Print Name of Minor

Print Name of Minor

Print Name of Minor