

## **PARTICIPANT AGREEMENT AND RELEASE AND WAIVER OF LIABILITY**

In consideration of being permitted by Lost Acres Outfitters LLC ( collectively, with the owner of the property upon which such company offers hunting and similar outdoor recreational activities and each such party's respective managers, members, agents, officers, employees and other persons acting on their behalf, the "Owner") to enter onto any properties managed, leased or owned by Owner for hunting and any and all outdoor, recreational activities or similar activities related or incidental thereto (collectively, the "Event") and in recognition of Owner's reliance hereon, I, on my own behalf and on behalf of my agents, invitees, successors, assigns, personal representatives, heirs and next of kin (collectively, "I") agree to all the terms and conditions set forth in this Participant Agreement and Release and Waiver of Liability (this "Agreement").

1. I agree that any buck that I kill including but not limited to: Button Buck, Shed Horn Buck, Spike Buck, or any Antlered Buck gross scoring under 130 gross inches will result in a management penalty fee of \$1,800.00. PENALTY BUCKS SHOT ON THE FINAL DAY OF THE HUNT WILL BE A PENALTY FEE OF \$2,200. The age and the score of the animal is up to the discretion and scoring of Lost Acres Outfitters LLC staff. Any hunter that wounds an animal or draws blood on an animal is considered tagged out on their hunt. For the avoidance of doubt, this includes a hunter admittedly shooting an animal whether blood is found or not, often times, especially with muzzleloaders, blood is not found on wounded or harvested animals. If the animal is not found, the hunter may continue to hunt for an additional fee of \$2,800.00. At the time of signing this Agreement, the balance of the amount of the hunt must be paid in full. I agree that I fully understand and will abide by state and federal hunting laws and regulations as well as the rules and agreements with Lost Acres Outfitters LLC. Owner has the right to ask any hunter or other guest to vacate the lodge at any time with no refund if the guest commits any of the following acts: destruction of any Lost Acres Outfitters, LLC property or land, breaking any state or federal hunting laws or any rules of Owner, causing problems with other guests or owners of the lodge, breaking any rules on this form or any other rules added during the hunt by Lost Acres Outfitters, LLC or being an unpleasant guest in camp. I agree that Lost Acres Outfitters, LLC has done everything in their power to make my hunt as safe and successful as possible. I agree to obey and follow all Iowa DNR laws, rules, and regulations.
2. I understand and agree that this Event and any and all outdoor, recreational activities, including hunting, are inherently dangerous, with unavoidable dangers, conditions, risks and hazards, all of which I expressly assume. I further understand and agree that my presence, hunting and recreational activities on Owner's property may expose me and my property to such dangers, conditions, risks and hazards and could result in accident, serious injury, disability, personal injury, death and/or property damage. I hereby expressly assume the risk of entering Owner's land and of taking part in the Event on Owner's land which include, but are not limited to, the discharge of firearms and the firing of live ammunition, use of tree stands, ladder stands, box blinds, ground blinds, any archery related use and use of and presence on the land of Owner. I am entering Owner's property at my own risk and accept the property and any improvements thereon as is in their existing condition, including but not limited to, any fallen or damaged trees on the property, and I waive any right to notice of any such conditions. I agree that I am entering all properties, elevated blinds, elevated tree stands and ground blinds at my own risk. I ACKNOWLEDGE THAT ANY INJURIES I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF OWNER. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENT AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE ARISING FROM OR IN ANY WAY RELATING TO MY PARTICIPATION IN THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF OWNER OR OTHERWISE.
3. I HEREBY EXPRESSLY WAIVE AND RELEASE OWNER FROM ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, FOR ANY AND EVERY INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO THE EVENT,

WHETHER ARISING FROM OWNER'S NEGLIGENCE OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST OWNER AND I FOREVER RELEASE AND DISCHARGE OWNER FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CLAIMS.

4. I AGREE THAT I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR OTHER EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEYS' FEES, OTHER FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY APPLICABLE INSURANCE COMPANIES, WHICH ARISE OUT OF OR RELATE TO ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE EVENT, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE NEGLIGENCE OF OWNER.
5. I agree to comply with all federal, state and local laws, rules and regulations applicable to the Event on Owner's property, and to obtain all required licenses and permits. I also agree to comply with all rules and requirements of Owner, and I understand and acknowledge that my compliance with the rules set by Owner is a condition to me being allowed on any properties owned by Owner.
6. This Agreement constitutes the sole and entire agreement of Owner and I/me with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, or warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and such term or provision shall be interpreted to be valid to the greatest extent enforceable. Any claim or cause of action arising under this Agreement shall be brought exclusively in the state or federal courts with jurisdiction in the State of Iowa, and I hereby consent to the exclusive jurisdiction of such courts over me.

**I HAVE READ THIS AGREEMENT, I FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND I SIGN IT FREELY AND VOLUNTARILY. I INTEND MY SIGNATURE TO A BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND I ACKNOWLEDGE I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OWNER.**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(printed name)