

Rock Valley Farms waiver

ASSUMPTION OF RISK, RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT

By initialing below you have read and understood the agreement and cannot hold **Rock Valley Farms LLC** and their **representatives** accountable.

_____ I understand and accept that participating and/or observing in any type of hunting, skeet shooting, or target practice or otherwise operating firearms, or participating in any way with shooting, handling and/or carrying of firearms, knives or other weapons at **Rock Valley Farms LLC** is dangerous. Specifically, shot discharging from shotguns present a clear and obvious danger that may cause loss of eyesight, loss of limb, paralysis, other injury, or death. I am willing to fully assume all risks associated thereof or therein with these activities.

_____ I further understand and accept that hunting, walking, or otherwise moving about **Rock Valley Farms LLC** will require climbing, stooping, bending, jumping or other physical activity, and may involve traversing plowed or cultivated fields, hills, ditches, ravines, gullies, fallen trees, fences or creeks, as well as getting in or out of vehicles. I further understand and accept that these activities may cause shortness of breath, physical stress, fatigue, broken bones, sprains, strains, cuts, dental and other bodily injury, including heart attack, death, paralysis, illness or other ailments or injuries. I am willing to fully assume all risks of injury associated with these activities.

_____ I further understand and accept that **Rock Valley Farms LLC** poses certain natural dangers. The terrain poses hidden dangers and obvious dangers of which I am aware. I also understand and accept that there are animals on **Rock Valley Farms LLC** that pose additional dangers. I understand and accept that I may come in contact with animals including but not limited to the following at **Rock Valley Farms LLC**: farm animals, deer, antelope, ticks, poisonous and nonpoisonous snakes, spiders, hunting dogs, and wild dogs, insects, birds, turkeys, rodents, coyotes, and other wild animals. I further understand and accept that I may come in contact with thorns, briars, nails, other sharp objects, barbwire, crops, plant life potentially hazardous farm implements, as well as holes in the ground and other injury, infection and/or disease that I may receive or contract with such animals, objects, hazards or potential dangers present at **Rock Valley Farms LLC**.

_____ I voluntarily choose to participate in the activities at **Rock Valley Farms LLC** in spite of these named risks and other unnamed risks which are inherent in these activities, and I voluntarily assume all risk of loss, damage or injury. I am sole responsible for deciding to participate in the activities at **Rock Valley Farms LLC**.

_____ I also understand and accept that the consumption of alcohol, marijuana, and/or other drugs, legal or illegal substances, may impair my ability to hunt, shoot, or safely or accurately operate weapons, participate in any way of the other activities, or otherwise move about **Rock Valley Farms LLC**. I agree not to operate a weapon, participate in any activity, or move about **Rock Valley Farms LLC** while under the influence of alcohol, marijuana, or any drug, legal, or illegal. If I do, then I fully assume all risks associated therein and agree to indemnify and hold harmless **LeRoy Varilek, Roy Varilek, Danny Varilek, Jesse Varilek and/or Rock Valley Farms LLC and their or its respective employees, agents,**

and representatives, all hunting club members, patrons, or customers, and the hunting preserve, and their or its respective heirs, successors, or assigns, from any and all liabilities, actions, suits, claims, charges, expenses, complaints, judgments, demands, costs, fees, and attorneys' fee, caused by my actions or inactions.

In consideration of being permitted to hunt or visit the premises of **Rock Valley Farms LLC** as well as other good consideration, the sufficiency of the consideration is hereby acknowledged, or other properties authorized for use by **Rock Valley Farms LLC**, either today or at any future date, I, as well as on behalf of my heirs, successors, executors, assigns, or agents, covenant not to sue and hereby release, indemnify, and hold harmless **LeRoy Varilek, Roy Varilek, Danny Varilek, Jesse Varilek and/or Rock Valley Farms LLC and their or its respective employees, agents, and representatives, all hunting club members, patrons, or customers, and the hunting preserve, and their or its respective heirs, successors, or assigns,** from any and all liabilities, actions, suits, claims, charges, expenses, complaints, judgments, demands, costs, fees, occurring for any reason, arising out of or resulting from, any injury or loss caused or suffered by me which may occur while hunting, shooting, observing, visiting, or participating with any other activity set forth in the preceding paragraphs, or otherwise moving about the premises of **Rock Valley Farms LLC**.

As parent and/or guardian of a minor ward(s), (under eighteen years of age), I hereby agree to release, indemnify, and hold harmless the above individuals, entities, or properties, and their or its respective judgments, demands, costs, fees, and attorneys' fees, occurring for any reason, arising out of or resulting from, any injury or loss caused or suffered by my minor ward(s).

In the event any one or more of the provision(s), clause(s), or word(s) of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions, clauses, and words of this Agreement shall be unimpaired and will retain the full force and effect. If any provisions, clause, or word of this Agreement is so broad as to be unenforceable, the provisions, clause or word shall be interpreted to be only so broad as is enforceable.

The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of South Dakota, and all actions brought, whether in law or in equity, shall be brought exclusively within the venue and in the jurisdiction of the courts of Tripp County of the State of South Dakota of the U.S. District Court for the Central District of South Dakota.

This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings, if any, between and pertaining to its subject matter, and it may not be modified except by written agreement of both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, shareholders, officers, employees, successors, heirs and assigns.

I HAVE READ THE FOREGOING ASSUMPTION OF RISK, RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS CONTENT AND AGREE TO ABIDE BY ITS TERMS.

Name (Print) _____ Signature _____

Name (Print) _____ Signature _____

Name (Print) _____ Signature _____

Name (Print) _____ Signature _____

Name (Print) _____ Signature _____

Name (Print) _____ Signature _____

Date: _____

NAME OF PARENT OR GUARDIAN IF THE ABOVE SIGNATORY IS A MINOR.

Name (Print) _____ Signature _____

Name (Print) _____ Signature _____

Name (Print) _____ Signature _____

Name (Print) _____ Signature _____