

RELEASE, HOLDHARMLESS AND INDEMNITY AGREEMENT

TO: Pathfinder Land and Ranch Management, LLC (and all affiliated companies, members, owners, employees, and insurers – collectively called “Pathfinder”).

Thank you for allowing me to visit and enjoy your property. While I am on your property I acknowledge that I may, with your permission, engage in various activities including, without limitation: hiking, biking, hunting, shooting, backpacking, camping, fishing, horseback riding, operating motorized vehicles (including, without limitation, cars, trucks, ATVs and snow machines), walking, wildlife viewing, and other indoor and outdoor activities (hereinafter collectively and individually the “Activities”). As lawful consideration for the intangible value that I will gain by participating in the Activities, I agree to all the terms and conditions set forth in this Agreement.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE INHERENT RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE AND THAT SUCH RISKS ARE TOO NUMEROUS TO LIST HEREIN. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, WHETHER KNOWN OR UNKNOWN AND WHETHER EXPLAINED TO ME OR NOT, AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF PATHFINDER OR OTHERWISE. I AM AWARE THAT PARTICIPATION IN THE ACTIVITIES EXPOSES ME TO RISKS TO WHICH I WOULD NOT OTHERWISE BE EXPOSED AND THAT NO GUARANTEE MAY BE MADE FOR MY SAFETY WHILE I ENGAGE IN SUCH ACTIVITIES. I FURTHER ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY.

I agree to engage in all Activities having due regard for my own safety and the safety of others and I do hereby, for myself, my family, and my heirs, guardians, conservators, assigns, and successors in interest (“Releasees”), of my free and voluntary will and with knowledge of the legal consequences hereof, fully and forever release, hold harmless, and discharge Pathfinder from any and all losses, claims, judgments, damages, costs and attorney’s fees resulting from any and all claims or suits for theft, personal injury, death and/or property damage, now known or hereinafter known in any jurisdiction throughout the world, that may in any way arise out of my participation in the Activities, even if the loss or injury results from the use of equipment or property owned by or under the control of Pathfinder or whether arising out of the negligence of Pathfinder or any other Releasees. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for me which may be necessary and agree to be fully responsible for any costs associated with such care or transport. I grant Pathfinder the right of publicity to own and use any image collected of me while participating in the Activities.

I understand this a RELEASE OF LIABILITY which will legally prevent me, my heirs, executors, administrators, and assigns from filing suit or making any other claims for damages in the event of theft, personal injury, death and/or property damage, and I covenant not to bring any such claims. I shall defend, indemnify and hold harmless Pathfinder and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, and the costs of enforcing any rights to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Activities. This Agreement shall be governed by the laws of Wyoming.

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT UNDERSTAND ITS TERMS OR DO NOT INTEND TO BE BOUND. BY SIGNING I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PATHFINDER.

Signature (Participant): _____ Date: _____

Printed Name: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms of this Agreement. I hereby agree to indemnify, defend and Hold Harmless Pathfinder for any claim or suit arising out of said minor’s participation in the Activities.

Signature: _____ Date: _____

Printed Name: _____

Pathfinder Use Only: _____ _____
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