

# Waterfowl Landowner Agreement

This Agreement ("Agreement") is entered into by and between Eldon & Trulie Ackerman, Ackerman Farms, Inc., Ackerman Family Farms & Ranches, LLC., The Ackerman Land & Livestock Company, Inc., Buckeye Valley Farms, LLP., Buckeye Land and Cattle, LLC., Sun Creek Farms, LLC., and Agro Land Services (collectively "Landowner") of 17125 North County Road #15 Wellington, Colorado 80549 and You ("User") collectively referred to as the "Parties." This agreement pertains to hunting on the specified properties in Colorado for the 2023-2024 hunting season running from October 28<sup>th</sup>, 2023, through February 28<sup>th</sup>, 2024.

## **Terms:**

Landowner agrees to make available, subject to the terms and conditions set forth in this Agreement, the right to use the specified premises, for waterfowl hunting for the entire duration of the 2023-2024 hunting season. This property will be made available as self-guided and/or guided hunting trips for interested parties.

User's right hereunder shall constitute a right to hunt and shall not be constructed as a grant, sale, transfer, lease, profit a prendre, or other disposition of any interest in the Premises. Owner's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of the Premises by User. The User is strictly limited to the use of the Premises for the activity described herein, and notwithstanding anything contained herein to the contrary, the User has no other rights to the use of the "Premises".

User acknowledges and respects the fact that this is an operating farm/ranch. In that respect, during the hunting season, it is possible that livestock and/or farming may be present in the area. User will be responsible for any and all of Owner's and/or Neighbor's equipment damaged, or livestock injured/killed on the property from hunting activities. Cost of damages will be assessed at Owner's replacement value, including any labor.

All Users should carry, at all times, a photo identification and authorization from Infinite Outdoors and shall show the same to Owner, its agents, and employees upon reasonable request.

User agrees that all gates presently locked by Owner shall be maintained in this condition at all times.

All User property of every nature and description that may be on the premises during the agreement shall be at the sole risk of the User. Owner shall not be liable to User or any other person for injury, loss or damage to any User property on the premises.

Users include and may be Visitors, Guests and Minor's of the property. If you are using the Property on behalf of a Minor (under the age of 18), you hereby knowingly and voluntarily accept this Agreement and are liable for any breach or violation of the the Agreement herein by either you or the Minor. You shall fully defend, indemnify and hold Owner and its affiliates, partners, officers, agents and employees harmless from any claim, suit or action arising from or related to your use of the Property or violation of

these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and reasonable attorney's fees and costs.

**Prohibited Activities:**

1. Operate weapons in any unsafe manner, including but not limited to pointing weapons towards people, livestock, buildings, and similar structures or property.
2. Discharge weapons within the range of the weapon from any person not party to the hunt and from any occupied building.
3. Discharge weapons from within a vehicle
4. Trespass on neighboring land or in areas reserved by the Owner pursuant to each Trip.
5. Modify any hunting blind placement or otherwise move structures without the written agreement of the Owner and Infinite Outdoors.
6. Access or use the property that is a Trip if you have not paid all Fees and at any time other than the scheduled use window that you have reserved.
7. Bring pets onto the property, with the sole exception of bringing hunting dogs with the purpose of using them for the scheduled hunt and provided such hunting dogs are not uncontrolled for any sustained period of time or allowed to trespass on neighboring property.
8. Use ATVs, motorcycles, e-bikes, or similar off-road vehicles without the explicit permission of the Owner and in compliance with the Owner's rules regarding areas on which such vehicles are allowed.
9. Start fires, including campfires, without the prior written permission of the Owner.
10. Access any Listing property while under the influence of alcohol or federally illegal drugs, or while under the influence of legal drugs that may impair safety.
11. Use the property for any other purpose than to pursue the applicable species during the applicable scheduled access window.
12. Use the property without proper licensing and outside of legal shooting hours or dates for the particular species.
13. Exhibit unnecessary violence or inhumane treatment toward animals or otherwise disrespect the culture of responsible hunting, including any failure reasonable search for and retrieve any wounded animal.
14. Violate any laws or regulations set forth by the federal government of any state wildlife and commission.
15. Violate any unsafe hunting practices set forth by hunter's safety courses.
16. Care will be taken to have as little adverse impact on the environment as possible, including abstaining from the dumping of trash (including shell casings, pit and decoy debris) on the property.
17. No overnight camping.
18. No open fires and maintain vigilance in preventing fire or damage by other means to the Premises, and to immediately report any wildfires that may occur on the premises to the Owner.
19. Maintain a no hunting or shooting zone within 100 yards of any building/structure and around all other occupied areas.

**Dispute Resolution:**

Guarantee: Landowner has no control over and does not guarantee: (a) the experience, capability, legality, or similar qualifications of any Users: (b) the truth or accuracy of any User descriptions, reviews, rating, and other Content (as defined herein): or, (c) the performance or conduct of any User or third party.

**Insurance:**

Landowner maintains standard commercial general liability insurance and management insurance but does not provide primary insurance for Users. Landowner recommends that Users obtain appropriate insurance for their Property and themselves to protect against User negligence and the uses contemplated by the Trip on the Site. Users are expected to review their insurance policy carefully, and in particular to ensure that they are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not the insurance policy will cover the action or inactions of Users while using the Property. Landowner does not guarantee any insurance coverage, and any Landowner procured insurance that may cover any risk contemplated by this Agreement is secondary to any Landowner's insurance policy.

**Compliance with Laws:**

You represent and warrant that any Trip and the booking of, or a User's use of, any Property will: (a) not breach any agreements entered into between the landowner and any third party, or other agreements; and, (b) comply with all applicable laws (such as zoning laws), tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a User, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Property at your request or invitation, excluding the Guest and any individuals the Guest invites to the Property as a guest of such Guest. User will comply with and abide by any rule, order, determination, ordinance, statute, regulation, or law of any federal, state, municipal or governmental authority with jurisdiction of authority over the Property.

**Disclaimer of Warranties:**

USE OF LANDOWNER PROPERTIES IS AT YOUR SOLE RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS THAT RESULTS FROM SUCH USE. THE LANDOWNER PROPERTIES ARE PROVIDED ONLY ON AN "AS IS" BASIS. WE AND OUR LICENSORS, PARTNERS AND AFFILIATES, IF ANY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY AS TO THE PERFORMANCE OF ANY THIRD PARTY, INCLUDING ANY PARTNER. NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY WARRANTY THAT THE AGREEMENT OF THE LANDOWNER HUNTS WILL MEET YOUR REQUIREMENTS OR THAT THE AGREEMENT WILL BE UNINTERRUPTED, TIMELY SECURE OR ERROR FREE. NEITHER WE, NOR ANY OF OUR LICENSORS, MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE AGREEMENT, AS THE

ACCURACY OF RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE AGREEMENT, OR THAT DEFECTS IN THE AGREEMENT IN WHOLE OR IN PART, WILL BE CORRECTED. LANDOWNER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF OUR AGREEMENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (a) ERRORS, MISTAKE, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND THE USE OF OUR PROPERTY.

**Assumption of Risk:**

YOU UNDERSTAND THAT USING OR ALLOWING USE OF ANY TRIP PROPERTY, RECREATIONAL ACTIVITIES, INCLUDING HUNTING AND FISHING, USING GUNS, BOWS AND OTHER WEAPONS, AND USING RENTAL EQUIPMENT AND ANY OTHER SIMILAR ACTIVITIES ASSOCIATED WITH THE LANDOWNER EXPOSES YOU TO MANY HAZARDS, INCLUDING AN UNAVOIDABLE RISK OF DEATH, PERSONAL INJURY (INCLUDING BUT NOT LIMITED TO SEVERE SPINAL OR HEAD INJURY) AND LOSS OF OR DAMAGE TO PROPERTY, DESPITE OUR, YOUR, OR OTHERS' IMPLEMENTATION OF ALL REASONABLE PRECAUTIONS. YOU UNDERSTAND THAT THE ACTIVITIES MAY RESULT IN HAZARDS POSED BY GUESTS, OWNERS, AND OTHER WHO MAY BE AT OR NEAR ANY TRIP PROPERTY, AND PROPERTY, FIELD, TRAFFIC ROAD, AND /OR TRAIL CONDITIONS. NOT ALL HAZARDS AND DANGERS CAN BE FORESEEN.

YOU UNDERSTAND THERE ARE SIGNIFICANT RISKS OF INJURY ASSOCIATED WITH PARTICIPATION IN ANY ACTIVITIES, AND YOU MAY EXPERIENCE CERTAIN ADVERSE PHYSICAL CHANGES DURING OR FOLLOWING PARTICIPATION IN THE ACTIVITIES. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO: KNEE, BACK, OR FOOT INJURIES; MUSCLE STRAINS, PULLS OF TEARS; ABNORMAL BLOOD PRESSURE; FAINTING; HEART RHYTHM DISORDERS OR HEART ATTACK; STROKE; OR EVEN DEATH. YOU FURTHER UNDERSTAND THAT CERTAIN PRESCRIBED MEDICATIONS MAY EXACERBATE THOSE PHYSIOLOGICAL CHANGES AND CREATE AN EVEN GREATER RISK OF PHYSICAL INJURY OR DEATH.

YOU FURTHER UNDERSTAND THAT YOU SHOULD NOT AND CANNOT PARTICIPATE IN ANY OF THE ACTIVITIES IF YOU ARE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. YOU CERTIFY THAT YOU ARE: (a) PHYSICALLY SOUND; (b) HAVE MEDICAL APPROVAL TO PROCEED WITH THE ACTIVITIES; AND, (c) YOU ARE NOT AWARE OF ANY PHYSICAL LIMITATION, MEDICAL CONDITIONS, OR OTHER CIRCUMSTANCES THAT WOULD BE AGGRAVATED OR INCREASE YOUR RISK OF ILLNESS OR INJURY AS A RESULT OF PARTICIPATION IN THE ACTIVITIES.

WITH FULL ACKNOWLEDGEMENT OF ALL RISKS, YOU KNOWINGLY AND VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITIES AND EXPRESSLY ASSUME ALL RISKS AND DANGERS, INCLUDING RELATED TO PHYSICAL EXERCISE, WEAPONS, WATER AND SIMILAR HAZARDS, AND ALL ACTIVITIES ASSOCIATED WITH THE RENTAL EQUIPMENT, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

**Limitations of Liability:**

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR INJURIES, INCLUDING DEATH, RESULTING FROM:

- (a) YOUR FAILURE TO ABIDE BY THE GUEST RULES OR ANY ADDITIONAL RULES AT AN INFINITE TRIP; OR,
- (b) YOUR NEGLIGENCE OR ILLEGAL CONDUCT.

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE LANDOWNER'S PROPERTY, INCLUDING DAMAGES FOR LOSS OF FEES PAID. EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR USER CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS FROM YOUR BACKUP, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTION OF MESSAGE TO THE NETWORK OR SERVER, OF THE FAILURE OF ANY MESSAGE SENT OR TO BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM. FURTHER, WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE INFINITE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY EVENT, THE MAXIMUM LIABILITY OF US TO YOU SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU THROUGH THE INFINITE SERVICES DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF YOUR TRIP.

**Release and Indemnification:**

1. It is understood that the Premises consists of mostly undeveloped and untamed land, and the User accepts the Premises in an "as is" condition and further, the User understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks, or openings in the earth, fence wire, snakes, wells swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, bats unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and the User assumes all such risks as his/her own responsibility, without liability to or recourse against the Owner, Owner's Agent or their agents, officers, directors, employees, assignees and heirs.
2. To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Landowner, and its officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use or misuse of and access to the Landowner and Landowner's property and services; (b) your breach, non-compliance, or violation of any applicable rules or policies, by you or anyone under your direction or control; (c) property damage at the Listing; (d) your misuse of the Listing or Site; (e) any act or omission of yours or anyone under your direction or control; and, (f) your violation or alleged violation of any law or right of any third party. This defense and indemnification obligation will survive your use of the Landowner Agreement. In any event, we cannot compensate you for harm we could not reasonably expect from providing the Landowner services to you. If you cause harm to us or

violate these terms, we may defend ourselves and require you to pay the costs of the defense or any judgment against it, or we may require you to defend us against a third-party.

3. User may not involve us or any other indemnified party in any dispute, including litigation, arising out of, or related to any transaction, agreement, or arrangement you may have with any User, other Owner, or other third party arising out of or in any way related to the use of the Property. If you attempt to do so you shall: (a) pay all costs and reasonable attorney's fees incurred in connection therewith by us, any of our affiliates, or any of their respective employees, and you shall fully defend, indemnify, and hold harmless the indemnified parties from all losses incurred by any of them as a result; and (b) the jurisdiction for any such dispute shall be limited to the jurisdiction set forth in "Equitable Relief".

**Equitable Relief:**

By using the Landowner Property, you acknowledge that money damages may be very difficult to quantify and, therefore, an inadequate remedy if you or anyone under your direction or control breaches or threatens to breach any Terms, of this Agreement, then any such breach may cause us significant and irreparable injury and damage. Accordingly, you acknowledge that we shall be entitled, without waiving any additional rights or remedies otherwise available to it at law or in equity or by statute, to seek injunctive relief in such event without the necessity of posting a bond.

**Dispute Resolution:**

This Agreement will be governed by and construed in accordance with the substantive and procedural laws of the State of Colorado. Any actionable dispute arising out of or in connection with this Agreement shall be referred to and adjudicated using only mandatory binding arbitration.

**Severability:**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining Terms shall be enforced, with the invalid or unenforceable provision deemed modified to the least extent necessary to make it valid and enforceable while encompassing the intent of the Terms. Any failure to act on our part with respect to a breach of these Terms does not waive our right to act with respect to a continuing, subsequent, or similar breach.

**Notices:**

Any notice required or given to you under the Terms may be delivered by electronic mail or postal mail.

