



MEMBERSHIP AGREEMENT

This Membership Agreement (this Agreement) is between _____ (the Member), and LP Ranch Hunting Club LLC (the Club). The Member and the Club are each a Party and together the Parties.

Member is assigned Member Number _____.

I. Definitions

1. Club Facilities means the lodging and other accommodations available for use by Club members, the Club properties owned, leased, or permitted available for hunting, and all other property owned or leased by the Club and made available for use by the Club members. All Club Facilities are subject to alteration, closure, replacement, or management at the Club Manager's discretion.
2. Club Manager means the representative hired by LP Ranch Hunting Club LLC to operate the Club and Club Facilities and is responsible for the governance and administration of the Club, which duties may be delegated. At the time of this Agreement, the Club Manager is Dan Schwartz.

II. Terms and Conditions

1. Incorporation of Recitals; Consideration. The Parties are entering into this Agreement in consideration of the foregoing Recitals, which are incorporated as if restated verbatim here, and the mutual covenants stated in these Terms and Conditions.
2. Term. The term of this Agreement shall begin on the date that this Agreement is signed by Member (Commencement Date) and continue for one year from the Commencement Date unless sooner terminated as provided in this Agreement (the Term). The Term shall automatically renew on the anniversary of the Commencement Date each year following the initial Term, unless terminated. The Term is comprised of all hunting seasons for which the State of Colorado offers Big Game hunting licenses (the Season) and the times of year when hunting licenses are not offered by the State of Colorado (the Off-Seasons). Hunting season dates in Colorado vary by game type and weapon used and vary year by year as set by the State of Colorado; the Club cannot control when the Season begins and ends.

3. **Membership Rights.** By Member's agreement to, and fulfillment of, all obligations set forth in this Agreement, Member will be granted access to use the all-inclusive Club Facilities, hunt on designated Club property and permitted public lands, and enjoy other Club provided services and activities, all subject to the terms of this Agreement. Member is not granted any membership or ownership interest in the LP Ranch Hunting Club LLC or any of the personal or real property of the Club or its affiliates. As such, Member will not be liable for any losses of the Club, nor will Member share in the profits of the Club.

Hunting License. Member must have a valid Colorado Parks and Wildlife hunting license to hunt anywhere on lands owned, leased, or permitted by the Club. By providing Member's Colorado Parks and Wildlife credentials at the end of this Agreement, Member consents to the Club Manager accessing Member's Colorado Parks and Wildlife online account for the purposes of securing and maintaining Member's licenses. Member shall reimburse the Club for any costs and fees incurred by the Club or the Club Manager in providing such services.

4. Membership Cap. Member will enjoy the rights afforded by this Agreement with other Club members and their invited guests. The Club will offer memberships to a maximum of 20 members. A maximum of 8 hunters per week during the Season will be permitted, unless additional guests are unanimously approved pursuant to Section 7(b), never to exceed 12 hunters per week.

5. Designated Hunting Week Selection.

- a. **Member Number.** Each member of the Club shall be assigned a number in consecutive order upon payment of the Initial Contribution (nos. 1 through 20), the number assigned to each member is his Member Number. Member's assigned Member Number is listed at the top of this Agreement.
- b. **Initial Year.** The first Season that the Club is in operation, which is the hunting seasons for 2026 (the Initial Season), the members shall choose their desired hunting weeks in consecutive order corresponding to each Member Number (each chosen week being the member's Designated Week). For example, the member with Member Number 1 chooses first, the member with Member Number 2 chooses second, and so on until all members have chosen a Designated Week for the upcoming Season.
- c. **Lottery.** In advance of the Season each year following the Initial Season, the Club will conduct a lottery for the order in which the members will choose their Designated Week by drawing the Member Numbers at random (the Lottery). The member assigned the first Member Number drawn in the Lottery will have first pick of his Designated Week for the upcoming Season, the member assigned the second Member Number drawn will have second pick, and so on until all members have chosen a Designated Week. Members may trade their Designated Week with other members of the Club without Club approval so long as both members notify the Club Manager of the trade prior to either Designated Week. Member's Account must not be delinquent to be eligible for the Lottery, and any suspended member shall only be permitted to participate in the Lottery upon the unanimous approval of the Board. Any vacancies in the available hunting weeks for the Initial Season or any subsequent Season may be filled by any means decided by the Club Manager or the Board.

6. Member Guests. Member must provide the Club Manager with the name and contact information for any Member Guest at least 30 days prior to the Member Guest's anticipated arrival.

- a. **Included Guest.** During the Season, Member may bring one guest at no additional charge to join his Designated Week (any guest of Member being a Member Guest). During all other times of year, Recreation Days shall be utilized for any Member Guest as provided in Section 6(c) below.
- b. **Additional Guests.** During the Season, Member may also invite additional Member Guests to join his Designated Week upon payment of a guest charge as depicted on the Fee Schedule then in effect, which is subject to change from time to time. The Fee Schedule in effect as of the date of this Agreement is attached as Exhibit B. No additional Member Guest may be added to Member's Designated Week until the Lottery is complete. No member shall be permitted to bring an additional Member Guest if such addition would increase the number of hunters during any Designated Week above 8, unless all members hunting during the Designated Week agree in advance to the additional hunter. No more than 12 hunters during any Designated Week will be permitted.
- c. **Recreation Days.** Upon payment of the Annual Contribution each year, Member will be allotted 60 passes to utilize the Club Facilities with his friends and family during the Off-Season (each pass is a Recreation Day). Recreation Days shall be applied, and additional Recreation Days may be purchased, pursuant to the Fee Schedule then in effect, which is subject to change from time to time. The Fee Schedule in effect as of the date of this Agreement is attached as Exhibit B. Reservations for use of Club Facilities during the Off-Season shall be on a first-come, first-serve basis, unless the Board implements a different system by majority vote. The Club Manager shall endeavor to coordinate optimal use by all members.
- d. **Applicable To All Member Guests.** All Member Guests must sign a waiver and release agreement prior to hunting or using any Club Facilities. Member may allow Member Guests the same access right afforded to Member in accordance with this Agreement and Club Rules. Member is responsible for the conduct of all Member Guests, and all Member Guests are subject to the same requirements, obligations, rules, and regulations as Member. It is Member's obligation to advise all Member Guests of the Club Rules prior to their visit.

7. Membership Contributions.

- a. **Initial Contribution.** Member shall pay to the Club a one-time initiation payment of \$350,000 (the Initial Contribution) upon execution of this Agreement.
- b. **Annual Membership Contribution.** In addition to the Initial Contribution, Member shall pay an annual contribution during Member's membership in the Club (the Annual Contribution). The required Annual Contribution due from Member for the first year of the Term is \$35,000, which Member has paid or will pay on or before March 1, 2026 (Annual Contribution Due Date). The Annual Contribution shall thereafter be paid each year to the Club on or before the one-year anniversary of the Annual Contribution Due Date, unless otherwise specified by the Club. The Annual Contribution and the Initial Contribution (together the Contributions) may be used as operating capital of the Club in the Club Manager's sole, subjective, absolute discretion, including payment to Club affiliates for acquisition of real or personal property to be leased by the Club, improvements Club Facilities, or payment of salaries and distributions to Club employees, managers and owners. The Annual Contribution for each subsequent year of the Term may be increased from time to time as determined by a majority vote of the Board. However, only the Club Manager in his sole, subjective discretion may lower the Annual Contribution amount.

8. Delinquent Payment of Contributions. Member's account with the Club (Member's Account) shall be considered delinquent if Member fails to pay any Contribution or other charges assessed by the Club by the date such amount is due. 90 days after a Member's Account becomes delinquent, it will be subject to a 1.5% late charge per month it remains delinquent, unless a higher late charge is approved in advance by a majority of the Board. A late charge collected in excess of the maximum amount allowed by law shall either be credited to Member's Account or refunded if no amount remains unpaid on Member's Account. Member acknowledges that the Club may take whatever action it deems necessary to collect any delinquent balance, including without limitation, suspension or termination of Club membership or legal action, and Member shall be liable for all costs and expenses of collection including, but not limited to, reasonable attorneys' fees (including fees for all appellate proceedings).

9. Termination or Resignation. Member's membership interest is transferrable only with the written approval of the Club Manager as provided in this Section 9 unless otherwise agreed to in writing by the Club Manager. Simultaneously when a membership is transferred or terminated, this Agreement and all associated access rights afforded to Member shall also terminate.

- a. **Resignation/Sale of Membership.** If Member wishes to resign or otherwise transfer his membership, he must provide the Club with written notice of such intent (Resignation Notice). If Member cannot sell his membership to a transferee approved by Club Manager pursuant to Section 13 within 180 days from the date of the Resignation Notice (Sale Deadline), despite diligent efforts, the Club will purchase Member's membership for the Initial Contribution stated in Section 7(a). If Member transfers his membership to an approved transferee, the transferee shall assume Member's membership and be credited any Annual Contribution in Member's Account and no refund will be issued to Member. If the Club purchases Member's membership, Member's Initial Contribution plus any Annual Contribution for the relevant year pro-rated from the Sale Deadline will be refunded, without interest, to Member.
- b. **Termination.** The Club may terminate this Agreement and Member's membership in the Club if Member breaches any provision of this Agreement or the Club Rules upon a majority vote of the Board. In addition, the Club Manager may terminate this Agreement and Member's membership in the Club without Board approval if Member (i) creates a danger or unsafe condition to the Club, Club Facilities, or other Club members, guests, or employees or any Member Guest does the same, in Club Manager's sole, absolute discretion; (ii) is charged with any felony or misdemeanor involving violation of Federal or state hunting or fishing laws, or involving Member's use of a dangerous weapon; (iii) any petition in bankruptcy or other insolvency proceedings are filed by or against Member or Member shall otherwise become insolvent; or (iv) fails to cure a delinquent Member Account prior to the start of the relevant Season. The Club shall notify Member that their membership is terminated via a written notice provided pursuant to Section 22 (Termination Notice). Termination is not appealable. If Member's membership in the Club is terminated, Member will be given 180 days to sell or transfer his membership in the same manner as stated in sub-section 10(a). If Member is unable to sell his membership within 180 days from the Notice of Termination (Sale Deadline), the Club will buy back the membership for 50% of Member's Initial Contribution stated in Section 7(a) and refund the Annual Contribution for the relevant year pro-rated from the date of Sale Deadline. The retained 50% of Member's Initial Contribution shall be considered liquidated damages, not a forfeiture, which the Parties agree constitute a reasonable estimate of the damages associated with termination that are otherwise difficult to quantify with specificity; such as administrative burdens and poor publicity to the Club, damage or liability incurred by the Club due to Member's actions, cost of

the capital to purchase back the membership. The Club may choose to retain the liquidated damages or pursue any other remedy available under applicable law.

10. Club Rules. In addition to the terms and conditions in this Agreement, Member is also bound by any rules and guidelines adopted by the Club (the Club Rules), which place additional limitations on Member's use of the Club Facilities to ensure safe, quiet enjoyment of the Club for all members and guests. Member and any Member Guests shall abide by all Club Rules posted on the Club Facilities or provided to Member. Member acknowledges that Member's or a Member Guest's violation of any Club Rules may result in disciplinary action by the Club Manager, including but not limited to reprimand, fines, suspension, expulsion from Club Facilities, revoking hunting privileges, or termination of Member's membership. The Club Manager shall determine, in his sole discretion, when a Club Rule has been violated and what disciplinary action is appropriate, except that Board approval is required for terminate to the extent stated in Section 9(b).

11. Membership Board.

- a. **Composition; Votes.** After the Annual Contribution Due Date for the first Season that the Club is in operation, the Club will convene an advisory board (the Board) comprised of 2 members of the Club appointed by a vote of the membership and the one representative from LP Ranch Hunting Club LLC. Every member of the Club gets one vote and is eligible to serve on the Board. However, if a member's Member Account is delinquent at the time of a vote, or the Member's membership is suspended, that member is not eligible to serve or cast a vote.
- b. **Election.** Every year, the Club shall facilitate a vote of the membership to fill the 2 membership Board seats. Within 90 days after the Annual Contribution Due Date each year, the Club Manager shall circulate a list of all members in the Club as of that date (the Membership Roster) and elicit nominations for the 2 membership Board positions. Members may nominate themselves. Club Manager shall then compile a list of all nominated members who are eligible to serve and circulate the list to the membership (the Nominee List). The members shall thereafter respond to Club Manager with their top two choices from the Nominee List. The 2 nominees with the highest number of votes shall be selected for the 2 board positions. If there is a tie, the tie shall be broken by a second vote of the members. Elections may be conducted via whatever commercially reasonable means chosen by the Club Manager, so long as every member is able to participate or knowingly elect not to participate. The Club Manager shall endeavor to complete the annual election within 180 days from the Annual Contribution Due Date.
- c. **Vacancies.** If a sitting Board member provides a Resignation Notice to the Club Manager, receives a Terminate Notice, or is suspended, that member shall be removed from the Board as soon as practical. Any vacancies on the Board shall be filled in the same manner as the annual election.
- d. **Authority.** There is no term limit on Board positions. The Board shall be convened by the Club Manager at least twice a year to provide input to the Club regarding the Club Facilities and services, as well as to decide any matter for which a vote is required under this Agreement. Any Board member may also request that the Club Manager convene a meeting. Meetings may be noticed and convened in whatever commercially reasonable means that the Club Manager deems appropriate, so long as each Board member can hear and be heard. Meetings shall be kept for each meeting.

12. Membership Approval. Membership in the Club is contingent upon approval by the Club Manager, which approval shall be at the Club Manager's sole, subjective, absolute discretion. If Member

wants to transfer his membership as allowed under Section 10, Member shall first provide the Club Manager with the name and contact information for the proposed transferee and a brief statement why the transferee is an appropriate fit for the Club. The Club Manager shall provide approval or denial as soon as practicable after receiving the proposed transferee's information. The Club Manager may consider input from the Board concerning prospective new members, in addition to any other diligence deemed appropriate by Club Manager or the Board. Member authorizes the disclosure and release of information to the Club Manager regarding Member's credit history and law enforcement records.

13. Assumption of Risk. Member shall be fully responsible for any damage done by Member or any Member Guest in or about the Club Facilities or in or about other property owned or leased by the Club or its affiliates. By Member's signature on this Agreement, Member agrees to the assumption of risk and release included as Exhibit A, as amended from time to time.

14. Non-Waiver. No failure by either Party to insist upon the strict enforcement of any right or obligation under this Agreement during the statute of limitations applicable to such right or obligation shall be deemed a waiver unless that waiver is specifically expressed in writing. The Parties specifically intend that no implied waiver of any right or obligation under this Agreement shall ever be implied from their conduct. If either Party believes at any time that the other Party has waived any right or obligation under this Agreement, that Party bears the burden of obtaining the waiving Party's written confirmation of the waiver. Failure to obtain written confirmation shall estop the Party who failed to obtain written confirmation from asserting waiver of the relevant right or obligation as a claim or defense in any dispute involving the Parties. No waiver of any right or obligation under this Agreement shall be deemed continuing or shall be construed as a waiver of any subsequent or similar occurrence of that right or obligation.

15. Validity/Severability. If any court declares a particular provision of this Agreement to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the rest of this Agreement, all other terms of this Agreement will remain in full force and effect and continue to bind the Parties.

16. Binding Effect. This Agreement benefits and binds the Parties' respective successors, assigns, and fiduciary representatives to the same extent as the Parties.

17. Further Assurances. Each Party, upon reasonable request by the other Party, shall execute and deliver such additional documents, consents, or other instruments as are reasonably necessary to fulfill the covenants stated in or consummate the transactions contemplated under this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, circulated among the Parties by any means that reproduces a legible signature. Each counterpart shall be deemed an original and all counterparts together shall constitute the same instrument. Electronic signatures are acceptable and shall be binding as originals.

19. Governing Law, Jurisdiction, and Venue. This Agreement is governed by and shall be construed under the laws of the State of Colorado without regard for any conflict-of-laws principles to the contrary. The exclusive jurisdiction and venue for any dispute relating to this Agreement shall lie with the State of Colorado's District Court in and for Rio Blanco County.

20. Interpretation. This Agreement has been freely negotiated by both Parties with ample opportunity to receive legal advice regarding its terms and shall not be construed as having been drafted by either Party for interpretive purposes. The paragraph captions are inserted only for convenience of reference

and shall not be ascribed any meaning or otherwise construed to affect or limit the interpretation of the language in the paragraphs to which the captions refer.

21. Notice to Member. Any notice or communication required under this Agreement to the Member by the Club shall be by personal service, U.S. Mail with return receipts requested, or electronic mail to the most current contact information on file with the Club. It is the Member's responsibility to ensure that the Club has up to date contact information for the Member.

22. Notice to Club. Any notice or other communication required by this Agreement to the Club by Member shall be by personal service, U.S. mail with return receipts requested or electronic mail where receipt is acknowledged in writing by an authorized representative of the Club. Unless otherwise provided, notices may be sent to the following address:

LP Ranch Hunting Club LLC

c/o Dan Schwartz

39020 County Road 8

Meeker, CO 81641

Email: dan@TheLPRanch.com

23. Entire Agreement. This Agreement states the entire agreement between the Parties and integrates and supersedes all prior agreements, negotiations, or discussions relating to Member's membership in the Club.

24. Relationship of the Parties. This Agreement does not create and shall not be construed by the parties or any third person as creating any agency, partnership, or joint venture or any unincorporated association between the Parties and/or any other member of the Club. Neither Party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other Party, except as expressly provided In this Agreement. Each Party shall be solely responsible for the conduct of its respective agents and employees in connection with that Party's performance under this Agreement.

Signature page to follow

In witness whereof, the undersigned Club and Member has executed this Agreement as of the date of Member's signature below.

LP RANCH HUNTING CLUB LLC:

_____ Date: _____

Dan Schwartz, Manager

MEMBER:

Signature: _____ Date: _____

Member Information:

Name (first and last printed): _____

Email: _____

Mailing Address: _____

Phone Number: (_____) - _____ - _____

CID #: _____

Colorado Park and Wildlife Online Access

Username: _____

Password: _____

Member's Emergency Contact

Name: _____

Relationship: _____

Phone Number: (_____) - _____ - _____

Exhibit A

ASSUMPTION OF RISK AND INDEMNITY AND LIMITATIONS CLAUSE

1. Condition of Premises and Dangerous Activities. MEMBER EXPRESSLY ACKNOWLEDGES THAT HUNTING AND THE USE OF FIREARMS OR BOW HUNTING EQUIPMENT, AND BEING IN THE VICINITY OF OTHERS (INCLUDING CLUB MANAGER, ITS AFFILIATES, THEIR INVITEES AND OTHER MEMBERS AND MEMBER GUESTS) WHO ARE HUNTING OR USING FIREARMS, ARE INHERENTLY DANGEROUS ACTIVITIES THAT MAY CAUSE SERIOUS INJURY OR DEATH. DANGERS AND RISK OF INJURY OR DEATH FROM HUNTING AND THE USE OF OR EXPOSURE TO FIREARMS INCLUDE RISKS ASSOCIATED WITH ACTIVITIES ANCILLARY TO HUNTING AND THE USE OF FIREARMS, INCLUDING AMMUNITION, KNIVES, AXES, SAWS, ARROWS, VEHICLES, EQUIPMENT, HUNTING BLINDS, TREE STANDS AND ANY OTHER DEVICES USED FOR HUNTING, CLEANING GAME, SKEET AND TRAP SHOOTING, STRAY BULLETS OR IMPROPER USE OF DANGEROUS WEAPONS, OR FOR ANY OTHER ACTIVITY NOT LISTED HERE BUT INVOLVING THE USE OF FIREARMS OR DANGEROUS WEAPONS. MEMBER HAS HAD THE CHANCE TO INSPECT THE CLUB PREMISES AND ACKNOWLEDGES AND ACCEPTS THE "AS-IS" CONDITIONS AND RISKS PERTAINING TO THE CLUB PREMISES (AND ANY CLUB MANAGER AFFILIATE OWNED LAND THAT MEMBER OR MEMBER GUESTS MAY BE UPON FOR INGRESS AND EGRESS PURPOSES) INCLUDING, BUT ARE NOT LIMITED TO, THE FOLLOWING: (1) BEING IN AN UNIMPROVED, SEMI-WILDERNESS OR WILDERNESS STATE THAT CREATES POTENTIALLY ROUGH HAZARDOUS AND DANGEROUS DRIVING, WALKING AND OPERATING CONDITIONS AND THAT CLUB MANAGER HAS NO OBLIGATION TO IMPROVE OR REPAIR OR TO MAKE SAFE OR TO WARN OF ANY SUCH DANGEROUS CONDITIONS, WHETHER LATENT OR PATENT, KNOWN OR UNKNOWN, AND THAT SUCH "WILDERNESS STATE" OF THE PREMISES IS WHAT MAKES RECREATING THERE DESIRABLE TO MEMBER; (2) OTHER ACTIVITIES MAY BE CONDUCTED CONCURRENTLY WHILE MEMBER OR MEMBER GUESTS ARE PRESENT INCLUDING, BUT NOT LIMITED TO, HUNTING; WOODCUTTING OR BRUSH CLEARING; CONTROLLED BURNS; MANAGING LIVESTOCK; FARMING; GOVERNMENT OPERATIONS; OIL AND GAS EXPLORATION; CONSTRUCTING AND MAINTAINING ROADS, FENCES, PIPELINES, UTILITY LINES AND OTHER IMPROVEMENTS AND OTHER ACTIVITIES CREATING SAFETY HAZARDS; AND (3) OTHER PERSONS, INCLUDING TRESPASSERS, MAY BE PRESENT, REQUIRING ALL ACTIVITIES TO BE CONDUCTED IN A CAREFUL AND PRUDENT MANNER WITH DUE REGARD FOR THE SAFETY AND WELLBEING OF OTHER PERSONS. DESPITE THESE KNOWN DANGERS, MEMBER WANTS TO ENGAGE IN THE ACTIVITIES OFFERED BY THE CLUB AND ACKNOWLEDGES AND ASSUMES THE RISK OF SUCH PARTICIPATION AND FURTHER ACKNOWLEDGES THAT THE CLUB AND ITS AFFILIATES MAY BE NEGLIGENT IN MANAGING THE PREMISES OR POLICING OTHER MEMBERS. GIVEN MEMBER'S ASSUMPTION OF RISK, IF MEMBER IS INJURED OR KILLED THROUGH ENGAGING IN THE ABOVE KNOWN DANGEROUS ACTIVITIES, MEMBER MAY NOT HOLD THE CLUB OR ITS AFFILIATES LIABLE WHATSOEVER, EVEN IF THE CLUB'S NEGLIGENCE CONTRIBUTED TO THE INJURY.

2. No Warranties. CLUB MANAGER HAS MADE NO WARRANTIES TO MEMBER AS TO THE USE OR CONDITION OF THE CLUB PREMISES, EITHER EXPRESS OR IMPLIED, AND CLUB MANAGER AND MEMBER EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE CLUB PREMISES ARE SUITABLE FOR MEMBER'S INTENDED PURPOSE OR ANY OTHER WARRANTY (EXPRESS OR IMPLIED) REGARDING THE CLUB PREMISES. MEMBER EXPRESSLY WAIVES FOR ITSELF AND ITS MEMBER GUESTS (TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT MEMBER MIGHT OTHERWISE HAVE AGAINST CLUB MANAGER OR THE CLUB RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE CLUB PREMISES. THE CLUB AND MEMBER EXPRESSLY AGREE THAT THERE ARE NO, AND SHALL NOT BE ANY, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS

AGREEMENT AND THAT ALL EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HERewith ARE EXPRESSLY DISCLAIMED AND WAIVED. MEMBER ALSO ACKNOWLEDGES AND ACCEPTS THAT REGARDLESS OF ITS ASSUMPTION OF THE CLUB PREMISES IN ITS AS-IS CONDITION AND KNOWLEDGE THAT CLUB MANAGER HAS NO OBLIGATION TO IMPROVE OR REPAIR OR TO MAKE SAFE OR TO WARN OF ANY SUCH DANGEROUS CONDITIONS, THAT MEMBER IS KNOWLEDGEABLE AND WILL MAKE ALL MEMBER GUESTS AWARE AND KNOWLEDGEABLE OF THE WIDE VARIETY OF DANGEROUS AND UNEXPECTED CONDITIONS EXISTING ON THE CLUB PREMISES BECAUSE OF ITS UNIMPROVED, SEMI-WILDERNESS STATE, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: INSECTS AND SPIDERS; HUNTERS AND HUNTING ACTIVITIES, GUN FIRE, HUNTING BLINDS AND HUNTING VEHICLES AND EQUIPMENT; EROSION, PIPELINES, ELECTRICAL LINES AND SOURCES AND THE GENERAL CONDITION OF THE CLUB PREMISES, WHETHER LATENT OR PATENT, BOTH ON AND OFF ROADWAYS OR SENDERS CREATING POTENTIALLY ROUGH, HAZARDOUS AND DANGEROUS DRIVING, WALKING AND OPERATING CONDITIONS; BRUSH CONTROL ACTIVITIES INCLUDING MECHANICAL AND CHEMICAL TREATMENTS AND CONTROLLED BURNS; ANIMALS BOTH WILD AND DOMESTIC THAT MAY BE DISEASED AND/OR POTENTIALLY DANGEROUS; DEEP WATER; PERSONS WITH FIREARMS AND STRAY BULLETS; OIL FIELD WORKERS AND ACTIVITIES; HAZARDOUS MATERIALS (INCLUDING NATURALLY OCCURRING RADIOACTIVE MATERIAL); TRESPASSERS; VEHICLES AND EQUIPMENT INCLUDING TRACTORS, TRUCKS, HELICOPTERS, PLANES, DRONES AND OTHER EQUIPMENT USED FOR RECREATIONAL ACTIVITIES, FARMING, RANCHING, HUNTING, OIL AND GAS AND OTHER OPERATIONS; AND WEATHER CONDITIONS AND ACTS OF GOD INCLUDING EXTREME HEAT, FLASH FLOODS, SNOW, HAIL, RAIN, FIRE, LIGHTNING, WIND AND FREEZING TEMPERATURES.

3. Indemnity. MEMBER FOR ITSELF AND ITS MEMBER GUESTS, AND EACH OF THEIR HEIRS, LEGAL REPRESENTATIVE, SUCCESSORS AND ASSIGNS, AGREES TO AND HEREBY DOES RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE CLUB, CLUB MANAGER, AND CLUB AFFILIATES, AND EACH OF THE CLUB'S MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ACCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING FOR BODILY INJURY OR DEATH OF ANY PERSON OR THE DAMAGE OR LOSS OF ANY PROPERTY), LIABILITIES AND STRICT LIABILITIES, LOSSES, DEMANDS, ASSESSMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS AS WELL AS THE ENFORCEMENT OF THIS PROVISIONS), (I) ARISING FROM OR RELATING TO THE CONDUCT OR MANAGEMENT OF MEMBER'S ACTIVITIES ON OR ABOUT THE CLUB FACILITIES OR PREMISES OR OTHER PROPERTY OWNED OR LEASED BY THE CLUB OR ITS AFFILIATES, FROM MEMBER'S USE OR OCCUPANCY OF THE CLUB FACILITIES, FROM ANY BREACH ON THE PART OF MEMBER OF ANY PROVISION IN THE MEMBERSHIP AGREEMENT, OR FROM ANY ACT, OMISSION OR NEGLIGENCE OF MEMBER OR MEMBER GUESTS (OR THE MANAGERS, MEMBERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OF ANY OF THEM) ON OR ABOUT THE CLUB PREMISES OR OTHER PROPERTY OWNED OR LEASED BY THE CLUB OR ITS AFFILIATES, OR (II) FOR INJURY OR DEATH TO ANY PERSON, INCLUDING MEMBER OR MEMBER GUESTS, OR DAMAGE TO PROPERTY OF THE CLUB OR ITS AFFILIATES CAUSED BY MEMBER OR MEMBER GUESTS. IN CASE OF ANY ACTION, PROCEEDING, OR DEMAND BROUGHT AGAINST ANY OF THE INDEMNIFIED PARTIES BY REASON OF ANY OF THE ABOVE, MEMBER UPON NOTICE FROM THE CLUB AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CLUB MANAGER. THIS RELEASE, INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATION SHALL APPLY REGARDLESS OF ANY PREEXISTING DEFECT, WHETHER PATENT OR LATENT ON THE CLUB FACILITIES OR PREMISES OR OTHER PROPERTY OWNED OR LEASED BY THE CLUB OR ITS AFFILIATES AND REGARDLESS OF THE ACTUAL OR ALLEGED, SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR ANY OTHER FAULT OF ANY PERSON, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4. Damages Limitations. Member's sole remedy for any claims, damages, or demands whatsoever shall be against the LP Ranch Hunting Club LLC exclusively, and under no circumstances shall any of the Club's affiliates or landowners of the Club Facilities be held liable or named in any claim or demand. In no event shall (i) the Club's (or any of its affiliates, members or managers) aggregate liability exceed the value of Member's Initial Contribution or (ii) she the same be liable for consequential, incidental, indirect, special, exemplary, punitive, remote, or speculative damages. Consequential damages shall include without limitation loss of business, business interruption, loss of income or revenue, claims by third parties, loss of opportunity, loss of use of capital, loss of consortium, or otherwise consequential as determined by a court of competent jurisdiction.

5. Statute of Limitations. To the maximum extent permitted by law, the applicable statute of limitations for any action for any claim related to this Agreement or the Club Rules shall be reduced to two (2) years after any such breach, action, omission, or other event constituting the basis for such claim. In no event, however, shall this section be construed to extend the statute of limitations applicable to such claims or to reduce any statute of limitation below any minimum period required by law.

6. Continuation. This waiver, release, and indemnity agreement contained in this Exhibit A is fully incorporated into the Agreement and shall continue in full force and effect regardless of whether this agreement is terminated or expires pursuant to any provision or whether the Member resigns the membership.

By his signature, Member agrees to be bound by the terms of this Assumption and release.

MEMBER:

Signature: _____ Date: _____

Exhibit B

2026 Fee Schedule

Initial Contribution \$380,000
Annual Contribution: \$10,000 (plus purchase of a minimum of 1 Guided Elk Hunt at \$6500)
Additional Recreation Days \$350
Additional Hunter \$7,500