

FEATHERED ELK RANCH

MEMBERSHIP APPLICATION

Applicant Information

Type of Individual Membership: Family Individual Junior

Type of Corporate Membership: Platinum Premium Standard



Primary Information

Name _____

Date of Birth _____ Home Phone _____ Mobile _____

Street Address _____

City/State _____ ZIP _____

Email _____

Employer _____

Employer Address _____

Occupation _____ City/State _____ ZIP _____

Phone _____ Email _____

Invoices are sent by email. Check here if you prefer paper and where they should be sent Residence Business

Spouse/Domestic Partner Information

Name _____ Date of Birth _____

Mobile _____ Email _____

Children Information

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

WHERE BOLD WESTERN EXPERIENCE
MEETS FINE ENGLISH TRADITION

26105 CR 37B | Hayden CO 81639
Phone 970-716-1200 | www.FeatheredElkRanch.com

FEATHERFED ELK RANCH

Conditions of Membership

1. The Member hereby acknowledges that he/she has received, reviewed and signed the License, Release and Waiver of Liability and Assumption of Risk, and Indemnification Agreement (attached as Appendix A) and agrees to be bound by the same.
2. The Member hereby acknowledges that he/she has received a description of the current schedule of fees (attached as Appendix B). The Member further acknowledges that such fees can be increased from time to time.
3. The Member hereby acknowledges that he/she is responsible and liable for all charges which may become payable to Feathered Elk Ranch by the Member, the Member's family and guests. The undersigned unconditionally guarantees the payment of any and all sums of money as are now, or at any time hereafter may be, owing to Feathered Elk Ranch.
4. The Member hereby agrees to indemnify, defend and hold Feathered Elk Ranch harmless from and against any and all claims, liabilities, and causes of action, etc., arising out of or relating to any acts or omissions of the Member and Member's family and guests while such persons are on or about the facilities of Feathered Elk Ranch.
5. The Member hereby acknowledges that his/her Membership may not be transferred unless and until written permission is received from Feathered Elk Ranch.
6. The Member hereby acknowledges that he/she voluntarily assumes all risks of accident or damage to the Member person or property, and to the person or property of the Member's family and guests, arising out of or relating to the use of Feathered Elk Ranch facilities by such person.
7. The Member hereby acknowledges that his/her membership may not be pledged, hypothecated or otherwise encumbered at any time, whether voluntarily or involuntarily.
8. In the event that either Feathered Elk Ranch or the Member institutes legal action against the other party in connection with any dispute or matter arising under this agreement, the prevailing party shall be entitled to recover its attorney's fees in reasonable amounts, which shall be determined by the court/arbitrator and include in the judgment of said legal action.
9. The information contained in this application is correct to the best of my knowledge.

Signatures

Member

Signature

Print Name

Email: _____

Cell: _____

Date: _____

Feathered Elk Ranch, LLC

Signature

Print Name

Title: _____

Date: _____

Appendix A

LICENSE, RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LICENSE, RELEASE OF LIABILITY, WAIVER OF CERTAIN LEGAL RIGHTS, ACKNOWLEDGEMENT OF VOLUNTARY ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT.

In consideration for my being permitted by Feathered Elk Ranch, LLC ("FER") to hunt, fish, recreate or take part in ranching activities ("Activities") on, near, or around the FER property (the "Ranch") which is generally described as: Parts of Sections 17, 18, 19, 20 and 30 Township 4 North, Range 87 West, in Routt County, Colorado, a/k/a 26105 CR 37B, Hayden, CO 81639, I, _____, understand and agree as follows:

I AGREE TO THE FOLLOWING WAIVER AND RELEASE. CERTAIN RISKS ARE INHERENT IN RECREATIONAL AND RANCHING ACTIVITIES AND CANNOT BE ELIMINATED OR REDUCED, AND TO THE EXTENT THAT IT MAY BE POSSIBLE TO ELIMINATE OR REDUCE SUCH RISKS, FER HAS NO OBLIGATION TO DO SO. THE SAME INHERENT RISKS THAT CONTRIBUTE TO THE UNIQUE CHARACTER OF THE ACTIVITIES CAN BE THE CAUSE OF DAMAGE TO THE EQUIPMENT AND PERSONAL PROPERTY ASSOCIATED WITH THE ACTIVITIES, OR INJURY, ILLNESS, PARALYSIS OR DEATH. I UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS, HAZARDS AND DANGERS THAT ARE INHERENT AND INTEGRAL TO THE ACTIVITIES WHICH TAKE PLACE IN AN OUTDOOR ENVIRONMENT AND GENERALLY APPLY ON THE RANCH.

1. I UNDERSTAND THAT THESE INHERENT RISKS, HAZARDS AND DANGERS INCLUDE, WITHOUT LIMITATION:
 - a. Risks involved in the Activities. These risks include, without limitation: hazards and dangers associated with the use and operation of equipment, machinery, vehicles, firearms, knives and archery equipment; falling from elevated platforms; weather and unpredictable forces of nature, including without limitation, attack by large animals or predators, temperature extremes, falling rock, sudden and unpredictable flash floods, snowstorms, avalanches, landslides, rainstorms, hailstorms and lightning strikes which can result in hypothermia, sunburn, dehydration, frostbite, injury, paralysis or death; areas where no outside services are available or provided; where rescue and emergency medical care and services are limited and will be slow to respond, if available at all; where geographical conditions vary, are not maintained or controlled and are unpredictable and changeable; where hazards and dangers may not be obvious, visible, or predictable; risks from changeable and uncontrolled or maintained trails and terrain; risks of drowning and being injured or killed, or being wet, cold, and uncomfortable; and such other risks, hazards and dangers that are integral to ranching, recreation and the outdoor environment; all of which include, without limitation, the risk of damage to equipment and other personal property, injury, illness, paralysis, or death.

2. I understand that I am undertaking the Activities upon my own initiative, risk and responsibility. There are no mental or physical problems or limitations associated with my participation in the Activities. I am fully licensed to participate in the Activities as may be required by the applicable governmental authority. I have adequate experience and I am capable of participating in the Activities without any assistance from FER or its employees, directors, officers, agents, successors, or assigns. I agree to furnish FER with documentation of the same upon its request.
3. **I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AS WELL AS ANY OTHER ACTIVITIES ON, NEAR, OR ABOUT THE RANCH WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF DAMAGE, INJURY, ILLNESS, PARALYSIS OR DEATH.**
4. INDEMNIFICATION OF FER:
 - a. I, for myself, my heirs, successors, executors, assigns, and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS FER** ("indemnify" meaning protect by reimbursement or payment) its officers, directors, agents, employees, successors, or assigns, with respect to any and all claims, actions, causes of action, liabilities, suits, expenses (including costs and reasonable attorneys fees) brought by myself or my passengers or any other person or entity, whether on my behalf or the behalf of any passenger or any other person or entity, and **NEGLIGENCE OF ANY KIND OR NATURE**, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me, my passengers, or any other person or entity, or my property or that of my passengers or any other person or entity in any way connected with my participation in any activities on the Ranch.
 - b. **I AGREE** that neither I, nor anyone acting on my behalf, will make a claim of any kind against FER as a result of any damage, injury, illness, paralysis or death to me or my property.
 - c. I acknowledge that Colorado Revised Statute Section 33-41-101 *et seq.* (the "Recreational Use Statute") provides an owner of land with certain legal protections from liability if said owner permits the use of land for recreational purposes, and **I FURTHER AGREE** that the Activities shall constitute a recreational purpose under the Recreational Use Statute, regardless of whether any court of competent jurisdiction would agree with such interpretation in the absence of this Waiver and Release, and **I FURTHER AGREE** that FER shall be entitled to the full protection of the Recreational Use Statute in connection with my use of the Ranch.
5. I expressly assume all responsibility for all actions taken by me on, near, or around the Ranch prior to or subsequent to the activities on the Ranch. I agree to indemnify, hold harmless, and defend FER and any of its officers, directors, agents, employees, successors, or assigns against any and all liability, loss, and expense and against any and all claims and actions, including claims of negligence, based upon or arising out of injury or death to persons or damage to property, caused by, arising out of, related to, or connected with actions taken on, near, or around the Ranch.

6. The undersigned assumes full liability for the cost of repair or replacement of any gun or vehicle rented from FER and damaged while being used by the Member, the Members's family or guests. Further, the undersigned assumes full liability for the necessary medical expenses or replacement of any hunting dog that I may injure or kill while involved in the sport of hunting with FER. This later provision includes, but is not limited to, an immediate payment of \$10,000.
7. I agree to comply with all applicable laws, rules, and regulations.
8. The undersigned hereby grants FER permission to publish his/her photo or video in company publications, advertisements, and/or company websites. I understand that by providing my email address I am allowing FER to contact me via email with information pertaining to FER.
9. This license is terminable at any time by FER with or without cause.
10. If any part of this agreement is found, decreed, or held to be void or unenforceable, the remainder of the provisions of this agreement shall not be affected thereby and shall remain in full force and effect.
11. This agreement shall be governed by the laws of the State of Colorado.
12. I hereby acknowledge and agree that I have carefully read, clearly understand, and voluntarily sign this agreement.

Member

Feathered Elk Ranch, LLC

Signature

Signature

Print Name

Print Name

Email: _____

Title: _____

Cell: _____

Date: _____

Date: _____

Appendix B

Annual Membership terms run from June 1st to May 31st of each year. Payment for Annual Membership is due by May 1st of each year.

INDIVIDUAL/FAMILY MEMBERSHIP OPTIONS

Pricing:

\$2,950 Annual Individual Membership

\$3,950 Annual Family Membership

\$1,950 Annual Junior Membership (12 Years Old – 21 Years Old; Under the age of 18 must be accompanied by a parent or guardian)

Members are given discount pricing and have the first choice when making reservations.

Activity/Item	Members	Public
Sporting Clays Course and 5- Stand	First 1,000 clays included; \$25 per round of 100 clays thereafter	\$50 per round of 100 clays
Instructor Lessons (Shotgun Only)	\$75 private lesson per hour; \$100 per hour for 2 persons	\$100 private lesson per hour; \$150 per hour for 2 persons
Rifle and Pistol Range	Free	\$20 per hour
3D Archery Course	Free	\$20 per hour
Upland Bird Hunting	First 20 birds included; \$25 per Pheasant and \$20 per Chukar thereafter	\$35 per Pheasant and \$27.50 per Chukar
Guided hunt with dog (1 – 4 hunters)	Extra \$60	Extra \$120
Gun Rental	\$25	\$50
Cart Rental	\$25	\$50
Lodge (Six Bedrooms – Total of 12 Queen Sized Beds and All with Private Bathrooms)	\$1,200 Per Night – Food and beverage not Included in price	N/A

* Shotgun Ammo available for purchase at \$12.50 per box of 25 shells or \$125 per flat (10 boxes).

** Hunting is available seven days a week. You can hunt in the morning from 8 AM to 11 AM or in the afternoon from 1 PM to 4 PM. Five bird minimum.

*** We do not allow groups larger than four guns so that we can ensure a safe hunt and to give hunters a better opportunity for more shooting. If you have more than four hunters, we will split you into two or more groups.

**** Personal carts are permitted.

CORPORATE MEMBERSHIP OPTIONS

PLATINUM: \$20,000 Per Year

- Entire Lodge for 10 nights included; \$1,200 per night thereafter – Food and beverage not Included
- First 4,000 clays included; \$25 per round of 100 clays thereafter
- First 100 birds included; \$25 per Pheasant and \$20 per Chukar thereafter

PREMIUM: \$12,500 Per Year

- Entire Lodge for 5 nights included; \$1,200 per night thereafter – Food and beverage not Included
- First 2,000 clays included; \$25 per round of 100 clays thereafter
- First 50 birds included; \$25 per Pheasant and \$20 per Chukar thereafter

STANDARD: \$7,500 Per Year

- First 3,000 clays included; \$25 per round of 100 clays thereafter
- First 75 birds included; \$25 per Pheasant and \$20 per Chukar thereafter

Shotgun Ammo not included. Ammo available for purchase at \$12.50 per box of 25 shells or \$125 per flat (10 boxes).

While it is always preferred for the Corporate Member to be present at FER when their guests are visiting, an added privilege of Corporate Membership is that a company's guests (employees, clients, etc.) can be unaccompanied during their stay. After the initial allotments have been used, the Corporate Member will be responsible for any extras. Corporate guests will not be billed for these extras.

Any employees or guests of Corporate Member that decide to join club will be given a 10% discount on the price of their Annual Individual/Family Membership for the first year.