

## **FEATHERED HOOK MEMBERSHIP AGREEMENT**

Feathered Hook Fishing Club (“**Feathered Hook**”) is a limited membership club operated by Feathered Hook of Jackson Hole, LLC, a Wyoming limited liability company. Feathered Hook is only open to its members and their accompanied guests as described in this Agreement.

In consideration of an annual membership fee based on the level of membership selected, said amount due and payable to Feathered Hook in advance upon executing this Membership Agreement, and upon agreement to the terms and condition set forth herein, Feathered Hook hereby grants the undersigned party (the “**Member**”) a club membership in Feathered Hook to use the Properties to engage in the Activities (each as defined below) for a period of twelve (12) months (the “**Membership Period**”).

### **MEMBERSHIP BENEFITS**

Subject to the other terms and conditions of this Membership Agreement, the Member may engage in sport fishing activities, including, without limitation, activities incidental thereto (the “**Activities**”) on all waters designated as Feathered Hook properties, whether or owned or leased by Feathered Hook (the “**Properties**”), during the Member’s club membership period.

### **AGREEMENT TO RULES AND REGULATIONS**

The Member hereby acknowledges that the Member has read and understands all Feathered Hook rules and regulations (the “**Rules and Regulations**”) and agrees to abide by all such Rules and Regulations as a condition of club membership. The Member further agrees that the Member understands that the Rules and Regulations may be updated from time to time, and that it is the Member’s responsibility to be apprised of and comply with all updates. In addition, the Member acknowledges and agrees that the Properties may change from time to time, and that the Member is solely responsible for confirming that the Member is on authorized Properties.

The Member agrees that the Member is solely responsible for knowing, understanding and abiding by all federal, state and local laws, rules and regulations (“**Laws**”) relating to the Properties and Activities.

### **TERMINATION OF CLUB MEMBERSHIP**

The Member’s club membership will terminate at the end of the Membership Period unless earlier terminated as provided herein.

The Member understands and agrees that any violation of the terms and conditions of this Agreement, of the Rules and Regulations, and/or Laws, whether by the Member or the Member’s family members or guests, is grounds for termination of this Membership with no refund of membership fees or other payments. Feathered Hook will notify the Member of any termination, including the reason for such termination, in writing.

Upon any termination of the Member’s club membership, all Feathered Hook club membership

benefits to use the Properties and engage in the Activities shall immediately terminate.

## **REPRESENTATIONS AND WARRANTIES OF MEMBER**

The Member forever represents and warrants to Feathered Hook that the Member is over the age of eighteen (18) and that this Membership Agreement has been duly executed and delivered by the Member and constitutes a valid and legally binding obligation of the Member, enforceable against the Member in accordance with its terms.

The Member acknowledges and understands that, except as is expressly provided herein, Feathered Hook makes no representation or warranty of any kind with respect to the club membership granted in this Membership Agreement or to the Activities. In particular, the Member acknowledges that no representation or warranty has been made regarding the Member's success while engaging in the Activities, or that the Properties will be available at the time the Member so desires.

## **LIABILITY RELEASE**

As a condition of membership, the Member, on behalf of the Member and his/her heirs, successors, assigns, personal representatives, guardians, conservators, wards, children, family members and next of kin (the "**Member Parties**"):

1. Hereby releases, waives, discharges and covenants not to sue Feathered Hook and any of its members, managers, officers, agents, employees and affiliates, as well as the owners of the Properties (all of which are referred to herein as the "**Released Parties**"), from all liability to the Member for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the Member arising out of or related to the use of the Properties or involvement in the Activities, whether caused by the negligence of the Released Parties or otherwise.
2. Hereby agrees to indemnify, save and hold harmless the Released Parties and each of them from and loss, liability, damage or cost that they may incur arising out of or related to the Member's use of the Property or involvement in the Activities, whether caused by the negligence of the Released Parties or otherwise.
3. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the use of the Properties or involvement in the Activities, whether caused by the negligence of the Released Parties or otherwise.
4. Hereby acknowledges that the Activities and the use of the Properties are very dangerous and involve the risk of serious injury and/or death and/or property damage. The Member also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties. The Member understands the risks and dangers associated with using the Properties and engaging in the Activities include, without limitation, changing weather conditions, water conditions, hidden obstacles, changing and unpredictable currents, drowning, exposure, falling, dehydration, altitude

sickness, changing road or trail conditions, wild animals, and other similar risks. Recognizing those risks and dangers, the Member knowingly and voluntarily chooses to take part in the Activities and use the Properties.

5. Hereby agrees that the terms hereof extend to all acts of negligence by the Released Parties, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State of Wyoming and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

BY SIGNING AND CHECKING THE BOX BELOW AND IN CONSIDERATION OF BEING PERMITTED TO USE THE PROPERTIES AND/OR TO ENGAGE IN THE ACTIVITIES, THE MEMBER ACKNOWLEDGES AND REPRESENTS THAT THE MEMBER HAS READ THESE PROVISIONS THOROUGHLY; FULLY UNDERSTANDS THE TERMS HEREOF; HAS FULL POWER AND AUTHORITY TO AGREE TO THESE PROVISIONS AS, OR ON BEHALF OF, THE MEMBER AND THE MEMBER PARTIES; UNDERSTANDS THAT THE MEMBER HAS GIVEN UP SUBSTANTIAL RIGHTS BY DOING SO, AND HAS DONE SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE, AND INTENDS SUCH ACT OR ACTS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

By signing and clicking below, the undersigned Member agrees to the terms and conditions of this Membership Agreement.