

INDEMNIFICATION AGREEMENT AND RELEASE

THIS INDEMNIFICATION AGREEMENT AND RELEASE (“Agreement”) is entered into as of _____, 20__ (“Entry Date”), among _____, an individual (“Hunter”), and ARIZONA DAIRY COMPANY, L.L.P., an Arizona limited liability partnership (the “Dairy”) (the foregoing, each a "Party" and collectively the “Parties”).

RECITALS

WHEREAS, Hunter wishes to enter unto that certain property located at **19135 East Elliot Road Mesa, Arizona 85212** (“Property”) for the purpose of hunting doves;

WHEREAS, the Property is owned in part by J & M LAND & INVESTMENT CO. LIMITED PARTNERSHIP, an Arizona limited liability limited partnership, and in part by B & K LAND & INVESTMENT COMPANY, L.L.P., an Arizona limited liability partnership, (collectively, the “Owners”) and is leased by Dairy; and

WHEREAS, Dairy is willing to allow Hunter to enter unto the Property on the Entry Date set forth above, for the limited purpose of hunting dove, on the condition that Hunter agrees to the terms set forth herein.

AGREEMENT

THEREFORE, in consideration of the mutual agreements of the Parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Assumption of Risk. Hunter acknowledges and agrees that the use of firearms can be dangerous resulting in serious physical injury, even death. Hunter accepts all risks related to the use of firearms by him/her or others who are present on the Property. Hunter accepts the Property in an “as is” condition and Hunter understands and agrees that hunting is a dangerous activity and that there may be hidden hazards, such as holes, fence wires, animals, wells, harmful plants, unauthorized careless individuals on the land, other hunters, or other risks that may injure or cause the death of the Hunter and the Hunter assumes all these risks as the Hunter’s responsibility.

2. Release by Hunter. Hunter, for himself/herself and his/her heirs, representatives, successors and assigns, hereby fully releases and forever discharges Dairy, Owners, and their respective members, partners, officers, directors, agents, attorneys, heirs, representatives, successors and assigns, from and against any and all claims, rights, demands, suits, causes of action, damages, penalties, costs, fees, expenses, and liabilities of any nature, known and unknown, matured or unmatured from the beginning of time (all of the foregoing,

“Claims”), arising under, related to, or in connection with Hunter’s entry upon and/or use of the Property.

3. Releases Are Free and Voluntary Acts. The Parties acknowledge, represent and agree that the above release has been granted as a free and voluntary act, free of duress and coercion. The Parties further acknowledge, represent and agree that the assumptions and perceived circumstances upon which this Agreement is executed may be mistaken or otherwise in error. The Parties accordingly expressly accept and assume the risk of facts being other than or different from its or their assumptions or perceptions as of any date prior to and including the date hereof, and agree that this Agreement shall be in all respects effective, and shall not be subject to termination, rescission, or modification by reason of any mistake or erroneous assumption of perceived circumstances.

4. Indemnification. Hunter hereby indemnifies Dairy, Owners, and their respective members, partners, officers, directors, agents, attorneys, heirs, representatives, successors and assigns, from and against any and all claims, rights, demands, suits, causes of action, damages, penalties, costs, fees, expenses, and liabilities of any nature, known and unknown, matured or unmatured, arising out of any claim brought against them as a result of Hunter’s entry upon and/or use of the Property, or arising out of any damage to the Property or any improvements thereon as a result of Hunter being on the Property. It is the intent of the Parties for Dairy and Owners to be indemnified against any claim that could and would have been released in Section 2 hereof had the injured party been a party hereto.

5. Representations. Hunter shall have and possess a valid Arizona hunting license that covers the species identified above and which the Hunter intends to hunt on the Property. Hunter shall comply with all Arizona, Federal, and local hunting regulations. While on the Property, Hunter shall: (a) maintain safe gun handling practices; (b) never shoot in the direction of people, buildings, or livestock; (c) leave all gates as Hunter found them; (d) use proper care in crossing fences; (e) operate vehicles only on established roadways or lanes; and (f) not use alcohol or unlawful drugs. Hunter shall exercise due care to prevent fires; and shall not cause or permit damage to fences, crops, trees, or farm animals, or equipment; and shall not commit or permit waste or damage or injury, and shall not conduct or permit any illegal activity on the Property. Any property brought on to Property by Hunter and any litter created by Hunter, shall be removed from the Property by Hunter.

6. Notices. All notices required or permitted to be given hereunder must be in writing, and shall be effective upon delivery if delivered personally (which includes notices delivered by messenger, telephone facsimile or overnight courier) or, if given by mail, three (3) calendar days after mailing, by certified mail, return receipt requested, postage prepaid, to the Parties at their addresses as set forth below, or at such other addresses as they may designate by notice given in accordance with this Section 6:

If to Dairy: Arizona Dairy Company, L.L.P.
19135 East Elliot Road
Higley, AZ 85236
Attn: Event Coordinator

If to Hunter: _____
(Print Name, Address, _____
Phone Number, and _____
Email Address) _____

7. **Binding Effect.** Except as otherwise set forth herein, this Agreement is personal to the Parties and none of the Parties will have the right or power to assign or delegate any of such Party's rights or obligations hereunder. Subject to the foregoing, this Agreement and all of the provisions thereof will be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.

8. **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission of any signed original document or retransmission of any signed facsimile transmission will be deemed the same as delivery of an original. At the request of any Party, the others will confirm facsimile transmission by signing a duplicate original document.

9. **Third Party Beneficiaries.** It is the intent of the parties hereto that Owners, and their respective partners, agents, attorneys, representatives, successors, and assigns be third party beneficiaries to this Agreement.

10. **Construction of Agreement; Captions.** All of the provisions of this Agreement shall be construed in accordance with their plain meaning and without partiality to any of the Parties. To the extent permitted by the context in which used words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement, and shall not be deemed to limit or alter any provision hereof.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties as to the subject matter of this Agreement, and are subject to no promise, warranty or representation not expressly set forth or referred to herein. This Agreement may not be modified except by an instrument in writing signed by the Party to be bound.

13. **Attorneys' Fees.** In the event of arbitration or litigation to construe or enforce any of the provisions of this Agreement or any document executed pursuant thereto, the prevailing party in any such dispute may be awarded expenses, including its share of the arbitrator's fees, other costs and attorney fees.

HUNTER

Date: _____

By: _____

(Sign Name)

(Print Name)

ARIZONA DAIRY COMPANY, L.L.P, an Arizona
limited liability partnership

Date: _____

By: _____

Justin Stewart

Its: Manager