

# High Plains Sportsmen Club LLC

## MEMBERSHIP CONTRACT

This Membership Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Between High Plains Sportsmen Club LLC, hereinafter referred as "Club", and \_\_\_\_\_, hereinafter referred to a "Member", whose address is \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_, Tel (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_.

WHEREAS, this Membership is only for the privilege of pursuing hunting, fishing, and camping, adhering to Federal and State regulations and the rules set forth by the club; It is acknowledge by the parties hereto that the Club's principle office in Colorado Springs, Colorado. The real property leased by the club is primarily within the State of Colorado. This agreement was accepted by the Club in Colorado. It is agreed that this Agreement shall be interpreted, construed, and enforced pursuant to the laws of the State of Colorado.

WHEREAS, Member is desirous of joining the Club, and benefiting from its area, facilities, and activities.

THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

- ACCEPTANCE.** This Membership Agreement is not binding upon the Club unless accepted and approved by the signature of a Corporate Officer of the Club.
- DUES.** Member shall pay one-time enrollment fee of \$ \_\_\_\_\_, and yearly dues of \$ \_\_\_\_\_. Member shall receive his/her membership card upon payment of his/her dues and enrollment fee. The membership term is as stated:  
(Choose one and initial) 1year membership \_\_\_\_\_ 3year membership \_\_\_\_\_ 5year membership \_\_\_\_\_
- PAYMENT.** Payment of all enrollment fees and annual dues should be made by check or credit card payable to High Plains Sportsmen Club, LLC, and mailed to P.O. Box 62295, Colorado Springs, Colorado 80962-2295.
- BYLAWS/RULES.** Member shall become a member of the Club and be entitled to and shall abide by all the rights and benefits and responsibilities of membership as set forth in the Club Membership Bylaws, as may be amended from time to time.
- FACILITIES.** The Club will engage in and use its best efforts to acquire and operate recreational facilities for the benefit of Club Members.
- CONTRACT.** Dues not paid in by annual anniversary will subject such Member to termination of membership. In such event, if such Member wishes to rejoin the Club, no minimum dues amount is guaranteed and the enrollment fee and dues then being assessed must be paid.
- RENEWAL.** So long as Member complies with all rules, regulations and Bylaws of the Club, and has paid the prior contract's membership dues in full Member will be eligible for renewal.
- REMEDIES.** In the event the Club deems it necessary to engage in legal counsel to enforce the provisions of this Agreement, the rules, regulations or Bylaws of the Club as against a Member, such Member agrees to pay all reasonable attorney fees and costs of suit incurred by the club.
- AUTHORIZATION.** Member understands that his/her use of the Club property and facilities is contingent upon screening and acceptance of the Member, and use of properties and facilities prior to such acceptance is not allowed unless specific written authorization is given by the Club.
- RELEASE, INDEMNITY AND DISCHARGE.** Member, for himself/herself and as agent for all members of his/her family and guests of Member, do hereby fully and forever release, hold harmless and discharge the Club, all shareholders, directors, officers, employees, agents and representatives of the Club, and of High Plains Sportsmen Club, LLC., all persons whosoever directly or indirectly, liable and any owner or owners of real property leased to Club or High Plains Sportsmen Club, LLC., hereinafter referred to as the "Released", from any and all other claims or demands, actions, causes of action, damages, costs, loss of service, expenses, and any and all other claims of damages whatsoever, both in law and equity, for negligence of any nature on the part of "Released", or on the part of anyone or their agents or representatives causing personal injuries, conscious suffering, death, or property damages to Member, members of Member's family and guests of Member, arising our to, or related in any fashion to hunting, fishing, camping, hiking, riding horseback, riding in or driving any equipment or vehicle (recreational or otherwise), and all other related activities, including, but not by way of limitation, falling, snake, insect or animal bites, disease caused by ticks, drowning, overexertion, heatstroke, shooting accidents, accidents associated with cooking or eating, and any and all other related activities and dangers associated therewith that such Member, family members or guests may be involved or engaged with, by or through the release, hold harmless and discharge herein is intended to and shall be deemed to include, but not by way of limitation, all person injuries, suffering, death, property damages, losses, damages or claims of any sort or nature whatsoever resulting from or in any way connected with or arising out of the aforementioned activities or any other activity involving the "Released" Member is fully aware that participation in hunting, fishing, hiking, camping and all other outdoor activities which involve inherent and unanticipated risks of danger, injury, loss, and death. Member assumes for himself, and a agent for his/her family members and guests, full responsibility for any and all such damages, injuries or losses which may occur to such Member, family members, or guests, or their property in on or about real property owned or leased by the club or High Plains Sportsmen Club, LLC.

Member, for himself/herself and as agent for members of Member's family and Member's guests, hereby expressly stipulates, covenants and agrees to indemnify and hold forever harmless, said "Released", and all of their employees, or their representatives, and all persons whomsoever directly or indirectly liable, from any and all actions in any and all other claims for damage whatsoever, which may hereafter arise as a result of their negligence, or otherwise. The terms of this release and indemnification agreement are contractual and not a mere recital. This agreement is also binding upon all of Member's heirs, devisees, executors, personal representatives, administrators, assigns and successors in interest.

Initial \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_

- NOTICE.** BY SIGNING THIS AGREEMENT, MEMBER ACKNOWLEDGES AND AFFIRMS THAT THE FOREGOING RELEASE, INDEMNIFICATION & DISCHARGE WAIVES POTENTIALLY VALUABLE CAUSES OF ACTION OR CLAIMS. HOWEVER, MEMBER SIGNS THIS AGREEMENT OF HIS/HER OWN FREE WILL AND VOLITION. MEMBER IS ADVISED TO SEEK LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.
- Member acknowledges that he/she has read and understands the content of this Agreement, that is constitutes the entire understanding between the parties, and that no other representation or warranties, oral or written, other than those contained herein, have been made to him/her. All sales are final and there will be no refunds. All statements made prior to the signing of this document are incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first above written.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Spouse Signature \_\_\_\_\_ Date \_\_\_\_\_

Legal Dependant (from 18 until 19 yrs old) \_\_\_\_\_ Date \_\_\_\_\_

HIGH PLAINS SPORTSMEN CLUB, LLC

By \_\_\_\_\_ Date \_\_\_\_\_