

Clark Ranch, LLC

338 Cottonwood Road

Townsend, MT 59644

(406) 949-4416

FOUR DAY HUNT CERTIFICATE

Congratulations! Based upon your purchase of Lot ____ of the Savane Estates, on November 16, 2016, you are authorized to hunt on the Clark Ranch for four (4) consecutive days in 2017 and again for four (4) consecutive days in 2018. You will participate in a non-guided hunt. Your hunt on the Clark Ranch is based upon and limited by the terms of this Four Day Hunt Certificate.

When: You may schedule your hunts during the 2017 and 2018 Archery Season or General Big Game Season, as established by the Montana Department of Fish, Wildlife and Parks. Hunts will not be scheduled during a shoulder season. You may schedule one hunt in 2017 and one hunt in 2018. Each hunt will last up to four (4) consecutive days.

Who: You may bring up to three (3) guests with you on your hunt. All guests who intend to hunt must be licensed resident or non-resident hunters, and each hunting guest will pay \$1,250 for the 4-day hunt. You may bring one non-hunting guest with you on your hunt at no charge. Each of your guests must sign an Indemnification and Hold Harmless Agreement. Each of your guests must abide by all state and federal laws, as well as all rules established by the Clark Ranch. You are personally responsible for your guests. If your guests fail to comply with any law, regulation or rule, you will be held responsible and liable.

Where: The Clark Ranch is located at 338 Cottonwood Road. The Clark Ranch contains approximately 6,000 acres available for hunting. You may schedule your hunt in the Cottonwood Creek Hunting Area or the Ray Creek Hunting Area.

Accommodations: The Clark Ranch will provide you with a cabin. The Cabin will not be equipped with running water, power or propane. The cabin will have a woodstove. You will be responsible for safe use of the woodstove. Depending on weather and moisture conditions, Clark Ranch reserves the right to prohibit your use of the woodstove and any other open burning. You must bring your own bedding, food, utensils, cooking equipment and toiletries.

Equipment: Hunters and guests must bring all of their own equipment, hunting gear, weapons, food and supplies. Bring clothing appropriate for harsh weather, deep snow and very cold temperatures. This is a non-guided hunt. Clark Ranch strongly encourages hunters and guests to bring a hand-held GPS, cold weather survival gear and first aid equipment. Hunters are strongly encouraged to obtain first aid training prior to hunting. Clark Ranch does not warrant or guarantee that guests and hunters will have cell phone service. Hunters and guests cannot rely on cell phone service for emergency care or first aid needs.

Contact Information/Reservations: Clark Ranch will begin making reservations on January 1, 2016. Reservations are on a first come, first serve basis. Contact John Clark at (406) 949-4416 to schedule your hunts. If you have any questions or concerns, contact us directly.

Legal Compliance: Each hunter and guest must be familiar with all applicable state/ federal hunting laws and regulations. Each hunter is responsible for obtaining appropriate permits and licenses. Hunters and guests agree in advance to comply with all game checks or other inquiries by Montana Department of Fish Wildlife and Parks Wardens. Clark Ranch has a zero tolerance policy for non-compliance with Fish and Game Laws and Regulations. If a Game Warden gives a hunter or guest a citation during the four (4) day hunt, Clark Ranch reserves the right to promptly end the four (4) day hunt and to require all members of the hunting party to pack up and leave the premises immediately.

Clark Ranch Rules: Prior to the hunt, a representative from the Clark Ranch will advise all hunters and guests of various rules. Clark Ranch has a zero tolerance policy for non-compliance. If a hunter or guest violates a rule set by the Clark Ranch, the four (4) day hunt will end immediately and all members of the hunting party will be required to pack up and leave the premises without delay.

Health Verification: The undersigned party understands and agrees that hunting and outdoor recreation is strenuous activity. The undersigned warrants that he/she is healthy and has adequate physical fitness to safely hunt and recreate. The undersigned is advised to seek clearance from a physician prior to hunting or recreating.

Indemnification and Hold Harmless Agreement: I ACKNOWLEDGE AND UNDERSTAND THAT CLARK RANCH MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO SAFETY OR SUITABILITY OF THE LAND, CABIN, ROADS OR IMPROVEMENTS IN THE AREA WHERE I WILL BE HUNTING OR RECREATING. THIS DOCUMENT SERVES TO WARN ME THAT DANGEROUS CONDITIONS, RISKS AND HAZARDS EXIST. HUNTING AND OUTDOOR RECREATION IS INHERENTLY DANGEROUS. MY PRESENCE AND ACTIVITIES ON THE CLARK RANCH EXPOSE BOTH ME, MY COMPANIONS AND MY PROPERTY TO DANGEROUS CONDITIONS, RISKS AND HAZARDS, INCLUDING BUT NOT LIMITED TO, POOR FOOTING, DANGEROUS, COLD, FAST RUNNING OR DEEP WATER, AND GENERALLY DANGEROUS CONDITIONS ON THE LAND, BOTH ON AND OFF ROADWAYS, CREATING ROUGH, HAZARDOUS AND DANGEROUS DRIVING AND WALKING CONDITIONS. I UNDERSTAND THAT ANIMALS, PLANTS, INSECTS, TICKS AND SPIDERS MAY BE DANGEROUS AND THAT THEY MAY BE DISEASED AND/OR POISONOUS. I MAY BE EXPOSED TO HAZARDOUS WEATHER CONDITIONS OR EXPOSURE TO THE ELEMENTS. SAFETY IS EXCLUSIVELY MY RESPONSIBILITY. I UNDERSTAND THAT I WILL BE HUNTING WITH AND AROUND FIREARMS. FIREARMS ARE DANGEROUS AND LETHAL. I HEREBY STATE THAT I EXPRESSLY ASSUME ALL RESPONSIBILITY FOR SUCH DANGERS, RISKS AND HAZARDS, TO INCLUDE BODILY INJURY, DEATH AND PROPERTY LOSS, ASSOCIATED WITH HUNTING AND RECREATING ON THE CLARK RANCH.

IN CONSIDERATION FOR THE RIGHT TO ACCESS LAND OWNED BY CLARK RANCH, I HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD CLARK RANCH HARMLESS. THIS RELEASE AND AGREEMENT TO HOLD HARMLESS EXTENDS TO THE CLARK RANCH OWNERS, EMPLOYEES, GUESTS, HEIRS, AGENTS, FAMILY

MEMBERS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES, INCLUDING ATTORNEY'S FEES, RESULTING FROM ANY ACCIDENT, INCIDENT, INTENTIONAL ACT OR OCCURRENCE ARISING OUT OF, OR IN ANY WAY RESULTING FROM TIME THAT I (OR MEMBERS OF MY HUNTING PARTY) SPEND ON OR NEAR THE CLARK RANCH, WHETHER OR NOT CAUSED BY THE CLARK RANCH'S ACTIONS, NEGLIGENCE OR GROSS NEGLIGENCE. I HEREBY FURTHER COVENANT AND AGREE THAT I, MY HEIRS, SUCCESSORS AND ASSIGNS WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST THE CLARK RANCH OR ITS RESPECTIVE SUCCESSORS, EMPLOYEES, FAMILY MEMBERS, HEIRS, AGENTS, REPRESENTATIVES, EMPLOYEES, BY REASON OF CONDITIONS OF THE LEASED PREMISE OR ACTIVITIES OCCURRING THEREON.

AS USED IN THIS RELEASE, THE TERMS *I*, *MY PERSON* AND *MYSELF* INCLUDE MINORS IN MY CARE. I HEREBY ASSUME RESPONSIBILITY FOR THE INJURIES OR LOSSES SUFFERED BY THE THIRD PARTIES THAT I INVITE TO HUNT WITH ME. I ALSO ASSUME RESPONSIBILITY FOR THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE OTHER MEMBERS OF MY HUNTING PARTY.

Dated and signed this ____ day of _____, 20____.

(Signature)

(Printed Name)

We look forward to accommodating your hunt! Remember, safety is your responsibility!

CLARK RANCH

By:_____