

## **TRESPASS LEASE FOR HUNTING**

This **TRESPASS LEASE FOR HUNTING** made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Hageman Ranch, LLC, the George Hageman Trust (hereinafter referred to as "The Lessor"), and \_\_\_\_\_ (hereinafter referred to as "The Lessee"), collectively referred to as the "Parties".

### **RECITALS**

**WHEREAS**, The Lessor has 400 acres of deeded land suitable for big game hunting herein referred to as the "Property".

**WHEREAS**, The Lessee has read and agreed to abide by the "**HAGEMAN RANCH LLC. RULES OF HUNTING**" and has signed and agreed to the "**HAGEMAN RANCH LLC. RELEASE OF LIABILITY**".

**WHEREAS**, the Parties desire to enter into an Agreement for mutual benefit allowing the Lessee and the identified guests of the Lessee to trespass upon the Property for the purpose of big game hunting (hereinafter referred to as the "Activity").

**WHEREAS**, The Lessee and the identified guests of Lessee have the means and knowledge required to engage in the Activity and has the associated proper equipment for doing so.

**NOW, THEREFORE**, in consideration of the mutual covenants and other good and valuable consideration contained herein, the Parties agree as follows:

## PROVISIONS

1. **Term.** The term of this agreement is for exactly \_\_\_\_ days commencing on \_\_\_\_\_ ending on \_\_\_\_\_, representing only the ARCHERY hunting season.
2. **Responsibilities.** The Lessee agrees to provide all necessary equipment, vehicles, food, trash removal, ammunition, firearms, and valid hunting licenses for the term of this lease. The Lessee agrees that the lessor has no direct or implied responsibility for supplying anything that might be required for the Activity, other than access to the Property.
3. **Safety.** The Lessee and the identified guests of Lessee agree to follow at all times the safe hunting techniques taught by the "Hunters Safety Course" required by the Colorado Department of Wildlife.
4. **Liability.** The Lessee agrees to be responsible for the repair or replacement of any Hageman Ranch LLC owned or leased equipment, fences, or other property that the lessee or the identified guests of Lessee damage or cause to be damaged or destroyed while engaging in the Activity.
5. **Payment.** The Lessee has paid a sum of \_\_\_\_\_ in U.S. funds for this Trespass Lease for Hunting.
6. **Maintenance of the Property.** The Lessee shall not make any additions or alterations to the Property without the Lessor's express written consent obtained in each instance. Any additions or improvements made by the Lessee at the Lessee's expense shall be removed by the Lessee at or prior to termination of this Trespass Hunting Lease, provided that the Lessee repairs any resulting injury to the Property and restores the Property to its former condition, unless alternative agreements are made in writing between the Parties. Should the Lessee damage fences, the Lessee agrees to repair such damage. The Lessee and the identified guests of Lessee, in as much as possible, shall keep the Property in its natural state without disturbance whatsoever of plant or animal populations, except to the extent of permitted uses of the Property for the taking of elk and deer as specified in the Lessee's hunting license or the hunting licenses of the identified guests of Lessee.
7. **Assignment.** The Lessee may not transfer or assign neither this Trespass Lease for Hunting, nor any part thereof, without obtaining advance written consent of the Lessor in each case. The Lessee shall not permit any transfer, by operation of law, of the interest in the Property acquired through this Lease.

8. **Indemnification.** The Lessee shall indemnify and hold the Lessor harmless from any and all manner of actions, claims, demands, costs or suits incurred by the Lessee in connection with the use of the Property by the Lessee or the identified guests of Lessee, including but not limited to reasonable attorney fees. **The Lessee acknowledges the risk of injury from the activities involved in this hunting program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. The Lessee KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE LESSOR or others, and assume full responsibility for the Lessee's participation.** The Lessee retains all risk of loss of any equipment or property owned by the Lessee and used in the Activity and agrees to hold the Lessor harmless for any costs associated with the Activity. The Lessee shall insure that the Lessee shall have signed and submitted the HAGEMAN RANCH LLC RELEASE OF LIABILITY prior to engaging in the Activity.
9. **Access.** The Lessor agrees to allow the Lessee and the identified guests of Lessee free and complete access to the Property for the purpose of the Activity for the term of this agreement. The Lessee agrees to not duplicate any keys or divulge to others the combination of locks provided for access, and to return all keys at the termination of this Agreement. The Lessee agrees to prohibit persons who are not directly associated with the Activity to access the Property at any time without the express written permission of the Lessor.
10. **Badges.** The Lessee agrees shall bring no other guests without the express written permission of the Lessor. The Lessee acknowledges that he has been provided an identification badge to be worn by the Lessee while engaging in the Activity. The Lessee agrees that anyone not wearing the proper badge on the Property is considered to be trespassing without permission and is subject to legal charges for trespassing.
11. **Dispute.** The Parties agree that any dispute resulting from this agreement that cannot be resolved mutually, will be resolved by binding arbitration facilitated by a licensed, professional arbitrator. The Parties agree that the cost of such arbitration will be borne by the loser of the arbitrated dispute.
12. **Invalidity.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
13. **Mutual Binding.** The Parties hereby agree that the rights, duties and obligations under this agreement shall insure to and be binding on themselves, their heirs, administrators, executors, successors and assigns and further agree to the full performance of all the promises, covenants and conditions contained herein.

