



Dear Prospective Member,

Thank you for your interest in Crooked Foot Hunt Club.

Crooked Foot Upland Bird & Game Hunting Club was established in 2016 by Anthony Mazzali whose vision was to create a club with a family oriented atmosphere where all would feel welcome and provide guests with a true hunting experience. Our Club is located just 3 miles north of Perry and 15 minutes east of Lansing and specializes in upland bird hunting, clay shooting and hunting dog training on 300 acres of pristine Michigan countryside.

In addition to excellent hunting, clay shooting and dog training, our Club offers dog breeding, and a full calendar of social events. Along with a limited number of private and corporate memberships, the Hunt Club offers corporate events for mid-sized groups. Our banquet facilities can comfortably accommodate groups of 10 to 75 people, but are even more special when catered in and served by our talented staff of professionals, who are here to serve the needs of our members, their families and guests.

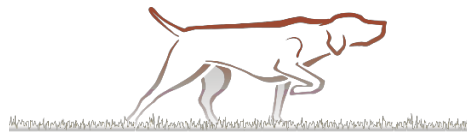
We believe that Crooked Foot Hunt Club is both a unique place and a special experience; we encourage you to be a part of it as a member of Crooked Foot.

Please find attached information regarding Membership here at Crooked Foot. If you would like to become a member, fill out and return the Application, Payment Selection Form and the Waiver, Release and Indemnification Agreement. Should you need additional information, please feel free to contact us at 989-723-9823. We look forward to meeting you and giving you a tour.

On behalf of Crooked Foot Hunt Club

Kim S. Capone

Kim S. Capone
Club Assistant
Crooked Foot Upland Bird & Game Hunting Club



INSTRUCTION & PROCEDURES FOR MEMBER APPLICANTS TO CROOKED FOOT HUNT CLUB

The following instructions will help to facilitate you through the Membership Procedure:

The member application packet includes the following:

- ✓ Frequently Asked Questions
- ✓ Membership Application Form
- ✓ Payment Selection Form
- ✓ Waiver, Release and Indemnification Agreement

INDIVIDUAL & CORPORATE MEMBERSHIP:

As a Club Member you have private access to over 300 acres of prime habitat, target shooting, clubhouse rental and kennel boarding at discount prices. This membership is subject to any or all price changes that may occur at the beginning of each new season and membership may be revoked at any time per management's discretion. Should club policies or general goodwill not be adhered to, your membership fee will be returned on a prorated formula based on the upland bird hunting season of October 1st through April 18th.

MEMBERSHIP POLICY:

Each membership will extend to the member's immediate family which is defined as the member's spouse and dependent children. All reservations must be made by the member or a qualifying family member. Each member is welcome to bring as many guests as desired on designated "open hunt" dates; however, the member or a qualified family member must be present. Corporate membership consists of three people. If more than three people are listed on a corporate membership, an additional \$500 is applied for each to the annual fee.

PAYMENT POLICY:

Each member is **required** to keep a valid credit card number on file. Any outstanding balance owed for 60 days or more will be charged to that credit card. If the card is denied or expired, we will attempt to contact the member for a current credit card number. **Please open all statements – that will be the first notice of credit card issues.** If unsuccessful, the account will be sent to a collector and all Club privileges will be suspended until paid in full. Any charges not paid within 30 days shall be assessed a late fee of 1.5% per month.



FREQUENTLY ASKED QUESTIONS

Q. How do I become a member?

A. Membership at Crooked Foot Hunt Club begins with your application. Applications for Membership are available by calling 517.908.4714 or emailing us at CrookedFoot@Frontier.com. You can also find an application attached here for your convenience. Your application will be processed by our Club Assistant. If you'd like to speak to Kim, Club Assistant directly, please call 517.908.4714.

Q. How much does it cost to become a member?

A. Currently, we offer a 6 month Individual Membership (October thru April) at \$1,500 and a 1 year Individual Membership for \$1,750. Our 6 month Corporate Membership (October thru April) costs \$2,500 and \$3,000 for 1 year. Corporate Membership includes up to 3 members. A fee of \$500 will be added for each additional corporate member over 3 members. Summer Dog Training Memberships are also available for non-hunting members.

Q. What is included with my membership?

A. Your membership entitles you access to the Club's Private Property (nearly 300 acres of undeveloped hunting land), ponds, 3 hunting towers, 5 stand shooting range, walkups, overnight lodging in our Grand Club House and dining facilities. Come in after a big corporate hunt and shoot scratch birds for \$3 a bird!

Q. Are my family members and guests welcome to use the Club?

A. Yes. Membership will extend to the member's immediate family which is defined as the member's spouse and dependent children. Each member is welcome to bring as many guests as desired on designated "open hunt" dates; however, the member or a qualified family member must be present.



APPLICATION FOR 2021-2022 MEMBERSHIP

NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

EMAIL: _____

APPLYING FOR: Individual Membership Corporate Membership

MEMBERSHIP FEE: \$1,500 Individual 6 Month Membership

\$1,750 Individual 12 Month Membership

\$2,500 Corporate 6 Month Membership

\$3,000 Corporate 12 Month Membership

Corporate Member Names (up to 3 members)

1. _____

2. _____

3. _____

Additional Corporate Members (additional \$500 fee for each)

1. _____

2. _____

3. _____

PAYMENT SELECTION FORM

(PLEASE RETURN TO CROOKED FOOT ALONG WITH PAYMENT)

PLEASE PAY BY CHECK, MONEY ORDER, OR CREDIT CARD

I WILL BE PAYING BY: CHECK MONEY ORDER CREDIT CARD

IF SENDING CHECK/MONEY ORDER, REMIT PAYMENT TO:

**CROOKED FOOT HUNT CLUB
148 E. GRAND RIVER AVENUE, SUITE 213
ATTN: KIM CAPONE
WILLIAMSTON, MI 48895**

*Please complete: Each member is **required** to keep a valid credit card number on file. Any outstanding balance owed for 60 days or more will be charged to that credit card.*

NAME ON CARD: _____

CARD NO: _____

EXPIRATION DATE: _____ CCV: _____

ZIP CODE: _____ PHONE: _____

REMEMBER TO INCLUDE YOUR APPLICATION ALONG WITH YOUR CHECK/MONEY ORDER



7303 South Delaney Road, Owosso, MI 48867
Club Phone #: 989.723.9823
Email: CrookedFoot@Frontier.com Web: www.CrookedFootHuntClub.com

CROOKED FOOT HUNT CLUB OWNER

TONY MAZZALI

🌐 CrookedFoot@Frontier.com ☎ 517.862.5701

CROOKED FOOT HUNT CLUB ASSISTANT

KIM CAPONE

🌐 kcapone@mycgfinancial.com ☎ 517.908.4714

CROOKED FOOT HUNT CLUB MANAGER

JIM TROTTER

🌐 jtrotterc@wowway.com ☎ 517.599.4287

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

INTRODUCTION: Please read this Agreement (this "Agreement") carefully before signing. This Agreement informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

Crooked Foot Upland Bird & Game Hunting, Inc, (the "Company") operates a hunt club, for hunting, shooting skeet, utilizing facilities and animals, and/or for participating in additional and similar activities (an "Activity" or "Activities") at various properties leased by Company from Delaney Farms, LLC, Shorty II Woodworks, LLC, and or others (a "Property"). In consideration of the opportunity to enter upon a Property and/or participate in any Activity provided by Company and/or conducted at the Properties, and in consideration of the services to be provided by the Company, I hereby agree to the following:

1. Acknowledgement and Assumption of Risk. Engaging in an Activity at a Property involves potential risks, including the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, the "Risks"). I hereby expressly assume all of the Risks, and all risk of any nature whatsoever, that may exist or arise from the presence upon a Property and/or participation in an Activity at a Property, and recognize that Activities on the Properties include the discharge of firearms. I understand and acknowledge that participating in Activities of the nature performed at a Property requires a special degree of skill and knowledge (such as the use of firearms). I affirmatively state that I have the physical, mental and intellectual ability to participate in the Activities. My participation in an Activity and my entry upon a Property is voluntary and subjects me and my guests to the possibility of the Risks. Accordingly, I agree to the following:

(a) I agree to abide by and follow all of the Company's rules and regulations that may be posted at the Properties or communicated to me by the Company's personnel from time-to-time;

(b) I understand that neither the Company, nor any Owner of a Property, nor their agents, owners, members, officers, directors, managers, employees, representatives, or any other person or entity affiliated with the Company or a Property have made any warranty or representations (express or implied) concerning the Properties or any Property, or the services provided by the Company, including but not limited to my safety of or the safety of any personal property while on or about the Properties, or as to the conditions of the Properties or the quality of the equipment or temperament of animals that may be provided or encountered while at the Properties, or while engaging in an Activity;

(c) I recognize the Risks associated with entering onto the Properties and participating in any Activity upon a Property. I acknowledge and agree that the use of firearms and other weapons by myself or others while participating in an Activity is inherently dangerous and a high risk activity whether such firearms or weapons are discharged by myself or others; and

(d) I assume and accept full responsibility for the Risks, as well as any risk not specifically identified herein, or loss suffered as a result of being present on a Property and/or participating in an Activity, whether resulting from my negligence, and/or the negligence of the Company, the Owner of a Property, or their agents, owners, members, officers, directors, managers, employees, representatives, or any other affiliated person or entity, or by any other person on the Properties and/or participating in an Activity upon a Property.

2. Waiver and Release of Liability. I, on my own behalf, and on behalf of my family, heirs, executors, personal representatives, estate, my successors and assigns, hereby:

(a) Release, waive, forever discharge, and covenant not to sue the Company and the Owners of the Properties and their respective agents, owners, members, officers, directors, managers, employees, representatives, or any other affiliated person or entity, (the "Released Parties"), with respect to all losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys' fees and costs), whether known or unknown, arising out of any injury, damage, death or other loss in any way connected with my enrollment or participation in an Activity and/or presence at or use of a Property, or the use of equipment, facilities, or animals provided by the Company and/or used or present at a Property (the "Claims"). I hereby waive all Claims I may have against the Released Parties, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against any one or more of the Released Parties, as a result of any injury, damage, death or other loss suffered by me or my property regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties;

(b) Agree to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) and hold each of the Released Parties harmless with respect to all Claims, whether known or unknown:

(i) Brought by or on behalf of me, my estate thereof, a family member, or anyone arising out of any Claim in any way connected with my enrollment or participation in an Activity, the use of the Property or other equipment, facilities or animals provided by the Company or at the Property, or presence on or about the Property, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties, except to the extent of a claim brought against a Released Party and such damage or injury is due solely and directly to the negligence of the Released Party, and/or;

(ii) Brought by a co-participant or any other person, arising out of any Claim asserted as being caused, in whole or in part, by my conduct in the course of participating in an Activity or being present at a Property, and/or arising from the use of a Property or other equipment, facilities or animals provided by the Company or otherwise at a Property or involved in an Activity, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties, except

to the extent of a claim brought against a Released Party, and such damage or injury is due solely and directly to the negligence of the Released Party.

3. General Provisions. I hereby expressly agree:

(a) that this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions;

(b) that any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be settled by arbitration in accordance with the following provisions: (i) The agreement of the parties to mediate and arbitrate covers all disputes of every kind relating to the enforceability, and validity of this Agreement, or arising out of this Agreement, as well as any claim based on tort or any other causes of action relating to the transactions contemplated by this Agreement, including the arbitrability of any matter, and shall be determined pursuant to the provisions of this section. (ii) Any dispute shall be first submitted to mediation before a mutually agreed upon mediator. The mediator shall use standard mediation procedures. If within thirty (30) days following any parties request for mediation, the dispute has not been successfully resolved the Parties agree that the matter will proceed to arbitration as provided herein. (iii) The forum for the mediation and arbitration shall be in Ingham County, Michigan. (iv) There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such an agreement within 10 days after a party gives notice to the other party(ies) of the request to arbitrate, each party shall select one arbitrator, and those two arbitrators shall then select, within 10 days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within that 10-day period, each arbitrator shall nominate two potential persons to serve as a third arbitrator, the names shall be placed in separately sealed identical and unmarked envelopes, and presented to the attorney for the Company who shall select one envelope by blind draw, and the person so selected shall serve as the third arbitrator. The decision in writing of at least two of the three arbitrators shall be final and binding on the parties. (v) The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, (even though the arbitration need not be conducted by or before the American Arbitration Association), as modified by any other instructions that the parties may agree on at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Michigan Rules of Civil Procedure as interpreted by the Arbitrators. (vi) The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. If the release, waiver or discharge provided herein is determined unenforceable, in whole or in part, and if an award is given, the arbitrators shall not have the power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages or award any other damages that are excluded under the provisions of this Agreement. The arbitrators shall have no power to add to, subtract from, or alter the terms of this Agreement, (vii) Each party shall bear its own fees and expenses regarding the arbitration and any related proceeding, and the parties shall share equally the fees and expenses of the arbitrators. (viii) The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the state of Michigan. The decision or award rendered by arbitration shall be final and binding on the parties, and judgment on the decision or award may be entered in any court of competent jurisdiction in the United States.

(c) this Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged;

(d) that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect; it is the intention that if any provision in this agreement is deemed not enforceable in accordance with its terms, that the arbiter and/or any court shall reform the provision or this agreement so that it is enforceable to the maximum extent permissible at law;

(e) **that I voluntarily waive any right I may have to a trial by jury in any action involving any one or more of the Released Parties;** and,

(f) that I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my family, heirs, personal representatives, estate, my successors and assigns.

<u>Participant Signature</u>	<u>Printed Participant Name</u>		<u>Date</u>
Address	City	State	Zip
Primary/Phone	Waiver Accepted by (staff name)		
Email Address (PRINT CLEARLY – for marketing purposes only).			