



# FORTITUDE RANCH™

## Guest Membership Agreement

West Virginia

**Overview of Agreement:** The purpose of this document is to establish an agreement between **DPWV, LLC**, a West Virginia Limited Liability Company (d/b/a Fortitude Ranch, also herein referred to as “FR” or “Club”), and the undersigned “Guest Member” or “Guest” or “Member”,

\_\_\_\_\_ (print full name) relative to the rights of said Guest Member and the operations of FR. Using the name “Fortitude Ranch™”, FR operates as a private, members-only recreational hunting and outdoor activity club, also providing other unique services involving preparedness for crisis situations and catastrophic events. The term “Guest Member” in this membership agreement does not mean that the Guest Member is an equity owning member nor owner of any member units of WPWV, LLC (FR), which is a limited liability company. The term Guest Member applies only to certain non-exclusive and conditional lease rights of land and facility usage by the Guest Member, subject to all terms stated herein and attached hereto by addendum, which are subject to subsequent modification by FR, its Manager or officers.

**Description of Club Operations and Purpose:** Fortitude Ranch™ in times of low threat operates as a recreational club with various activities, rules, and fees which are subject to change from time to time. Outdoor activities may include hunting, shooting of firearms, defensive shooting training, archery, zip line rides, horse riding, snowmobiling, cross country skiing, ATV riding, hiking, camping, gardening, raising of farm animals, and small scale farming. Self-reliant skills such as wild game butchering, meat smoking, canning, and livestock care are taught at the property. Some FR locations also have a Bed and Breakfast operation that offers discounted rates to FR Guest Members.

A unique and primary purpose of Fortitude Ranch™ is to provide a safe place for members to live in the event of a national security disaster or collapse. Guest Members understand that in a dire security situation, a “Declared Emergency” by FR, they can take refuge at the nearest FR location (upon proving membership and entering the facility as trained). If a contagious disease is present, members understand that they will have to follow quarantine procedures, which may include delayed or constrained entrance to many parts of the facility. Members also understand and accept that they will be asked to contribute to work duties and details for the common good, including tending animals, growing crops, serving as guards, and other tasks necessary for the survival of the community. Rules are set by FR staff, and Guest Members will be expected to act at their direction until such time as the security threat ends or local law enforcement is restored. Guest Members will be allowed to leave the facility at any time they desire. No member will be forced to leave unless FR staff determines they are a threat to community survival. FR staff will not allow non-members to enter the facility during a declared emergency.

**Release of Liability:** By signing this document the Guest Member acknowledges that the activities of hunting, shooting firearms, archery, riding a zip line, horse riding, snowmobiling, cross country skiing,

ATV riding, climbing, hiking, and other activities available through Club operations are inherently dangerous and agrees that the undersigned will not hold Fortitude Ranch, DPWV LLC, or Disaster Preparedness LLC of Colorado, and their owners, managers, or agents, liable for any injury which may occur while on the Property owned by DPWV, LLC. The Guest Member also agrees that a Waiver of Liability Form will be executed and on file for the Guest Member, all members of the Guest Member's family or significant other constituting a couple, and for each visitor/invitee that Guest Member brings onto the Property and that without this executed Waiver of Liability Form, Guest Member and other approved visitors will not be allowed on the Property for any purpose.

**Membership buy-in Options:** Are set in the attached Addendum A.

**Membership Dues and Usage Fees:** There will be an annual membership fee for each Guest Member set in the attached Addendum A. There is no charge to visit and recreate/overnight at Fortitude Ranch locations for Standard members, but the dates and length of time are restricted to limit to a small number of guest members for more privacy and ability to enjoy the solitude of our outdoor surroundings. There is a fee for non-member guests and for some activities which require services like horseback riding or meals. Hiking, biking, and other recreational uses of the facility have no charge. Hunting, ATV usage, and the shooting range are subject to some restrictions. The peacetime (non-Declared Emergency times) goal of Fortitude Ranch is to provide a very low cost recreational facility for Guest Members at much less than the cost of a commercial guest ranch vacation.

**Guest Membership Restrictions:** A guest membership in Fortitude Ranch is not transferable, subject to specific limitations, and is not a time share. Guest Members own no space or real estate and cannot sell, transfer, nor trade their guest membership to non-guest members. In the event of a "DeclaredEmergency", only registered Guest Members will be allowed entry, no one else. The FR staff's focus in the event of a disaster is the protection of our Guest Members, and we will be the ones to communicate and enforce a policy of absolutely no non-Guest Members allowed in.

Guest Members will be briefed on identity validation and security procedures to approach and enter the facility in the event of a disaster, and other policies and procedures within 30 days of executing the guest membership agreement.

**Confidentiality:** Guest Members agree to keep location and security aspects of Fortitude Ranch confidential and never talk to members of the media about Fortitude Ranch™, DPWV LLC, Disaster Preparedness LLC, or any related entity. Violation can result in loss of Guest Membership, a fine of \$10,000 per occurrence, and additional civil liabilities as provided by law. FR will never release any information on its Guest Members and will not maintain or pass any records on the Internet.

**Addendums:** The terms of the attached Addendums A, B, and C are hereby incorporated into the agreement by reference. Guest Member understands fees, dues, and other obligations due from Guest Member to DPWV LLC are subject to change.

Guest Members agree to contact the Manager ([manager@fortituderanch.com](mailto:manager@fortituderanch.com)) for any complaints or concerns. Any disputes concerning this contract shall be governed by the laws of the State of Colorado, and all disputes arising out of this agreement are subject to binding arbitration under said governing laws at the option of DP LLC (a Colorado LLC).

The undersigned Guest Member and (other adult if couple or family) has (have) read, understand(s), and agree(s) to be bound by the terms of this Guest Membership Agreement, its attachments, and subsequent changes which may occur as referenced herein.

Guest Member Signature: \_\_\_\_\_ Date \_\_\_\_\_

Guest Member Name (print): \_\_\_\_\_

Spouse or Couple Guest Member adult in addition:

Guest Member Signature: \_\_\_\_\_ Date \_\_\_\_\_

Guest Member Name (print): \_\_\_\_\_

Child Members Name and Age: \_\_\_\_\_

Additional Child Name and Age: \_\_\_\_\_

**Contact information (please print very clearly):**

Home/Bus Phone #: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone #: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

# FORTITUDE RANCH™

## Club Guest Membership Agreement - West Virginia

### ADDENDUM A – GUEST MEMBERSHIP OPTIONS AND PRICING

#### Individual Guest Membership

- Basic Individual Guest Membership, \$\_\_\_\_\_ initial payment, \_\_\_ year term, \_\_\_\_\_ accommodations, \$\_\_\_\_\_ quarterly dues, \$250 annual food restocking fee

#### Couple Guest Membership

- Basic Couple Guest Membership, \$\_\_\_\_\_ initial payment, \_\_\_ year term, \_\_\_\_\_ accommodations, \$\_\_\_\_\_ quarterly dues, \$500 annual food restocking fee

#### Family Guest Membership

- Family Guest Annual Membership (\_\_\_ adults, \_\_\_ children), \$\_\_\_\_\_ initial payment, \_\_\_ year term, \_\_\_\_\_ accommodations, \$\_\_\_\_\_ quarterly dues, \$\_\_\_\_\_ annual food restocking fee

#### RV Camper Membership (5 people, plus \$400 for additional minors, \$700 for over age 16).

- RV Pad Site, \$2,000 single annual payment, \$\_\_\_\_\_ annual food restocking fee
- RV Pad Site daily use (recreational, beyond free visit days), \$35 per day.

#### Non-Member Guest Fee

- Non-Members Guest Fee is \$10 per day for recreating purposes only (plus B&B costs if staying at B&B); guest must be accompanied by a member as well as an executed Waiver of Liability Form filed with the Ranch manager upon arrival.

**Total Payment Due at Signing:** \_\_\_\_\_

**Date First Quarterly Payment is Due:** \_\_\_\_\_

**Member Sign and Date:** \_\_\_\_\_

\_\_\_\_\_

## **ADDENDUM B – BASIC CLUB RULES AND REGULATIONS**

**Laws and Regulations** –Each Guest Member and visitor(invitee) will hunt, shoot, and conduct all activities in accordance with all Federal and State laws and regulations and all Members and guests MUST sign the Fortitude Ranch Club general release waiver prior to hunting or participating in club activities.

Fortitude Ranch Staff is in charge of the facility. While guest members will be expected to contribute to work in the event of a disaster, FR properties are always under the control and authority of FR staff. We take full responsibility for providing leadership and oversight to ensure that there is the best possible security for our guest members. Your inputs and assistance will be greatly appreciated, but all security decisions will be made by the FR staff and are not subject to any guest's vote. FR staff will work to protect every guest member's safety. This will include a no tolerance policy with regard to letting non-guest member visitors into the facility in the event of a Declared Emergency. We will communicate and enforce this policy. Guest member guests who object to FR staff decisions will always be free to leave the facility.

**Visitor Policy – Except in times of FR “Declared Emergencies”**, Guest Members may bring a visitor (invitee), non-guest member if space permits. The guest member must first receive approval from FR staff when making their reservation to use the facility. The manager will allow visitors when possible, but subject to avoiding overcrowding and to give preference to guest members. There are fees for guest visitors.

**Young Children** – Children over the age of 6 are welcome as guests in accordance with the guest policies. However, care must be followed when bringing children. First and foremost is safety. If the child is to hunt they must be adequately trained, licensed (including a hunter safety course) and mature enough to handle a firearm and to function in the confines of other guest members and visitors. Second, they must not distract from the quality of the other guest members use of the facilities. Lastly, please watch your child at all times. There are lots of dangerous and easily broken things around the club and you are expected to watch and assure that your child is safe and not damaging the property, and you will be liable for damages caused by you or your guests.

**Continuous Improvement** – Please document suggestions for the Club's operation and provide them to the manager.

**Emergencies** – In the event of an emergency, please dial 911. It is recommended that guest member know how to provide directions to the Property as well as directions to the area hospitals.

*These terms are subject to amendment and change without notice, ask FR Manager.*

## General Property Rules

All visits must be scheduled in advance, ideally weeks in advance. Overnight stays are especially limited.

Overnight Camping: Must be scheduled through Ranch manager.

ATV'S: **stay on designated trails on our** property, cannot go into the National Forest

All signs and any reasonable orders from safety personal or club officers are to be followed.

## Shooting Ranges

New members must attend a range safety briefing by FR management before using any range.

### Range Rules

1. All use of range must be scheduled with FR management.
2. NO ONE is allowed down range until the firing line is SAFE!
3. Red flags must be raised when range is in use.
4. All firing is to cease anytime non-shooters are seen or heard in the area; waiting for their departure.
5. Firearms MUST BE unloaded with the action open and no one handling the firearm.
6. The firing line on all ranges are the shooting tables/stands.
7. Only one shooting platform is to be used at a time.
8. Firearms must be pointed in a safe direction at all times, which is downrange.
9. Be courteous and check the line to see if anyone needs to go downrange.
10. No glass is allowed on any of the ranges.
11. No alcoholic beverages or drugs are allowed.
12. The range pass must be in your possession at all times while on the range.
13. Pick-up all shell casings, leave the range and property clear of debris.
14. Clean up after using the ranges, i.e. targets, stands, boxes, plastic shells etc.
15. Take home any misfires or live rounds or place them in provided receptacles.
16. Failure to adhere to the club rules, common sense and safe practice may be cause for loss of range privileges
17. Shooting Archery practice range may be done from ground decks. Extreme care should be used when **shooting from the upper "tree stand" deck. No shooting from the road. Broadheads are not allowed to be used on any club targets.**
18. Full auto guns may be used only by those who possess proper licenses. No exceptions!
19. Patience, courtesy and common sense go a long way towards maintaining safety. When in doubt, ask a question or cease firing.

In addition to the Range Rules and in the interest of safety training and mentoring, the following protocols will apply to young shooters:

Long Guns (Rifles/Shotguns)

Minimum age to shoot: 10 years.

Caliber/Gauge restrictions

10 to 12 years old: 22 Rim Fire/410 Gauge only. Must be under the direct supervision of a parent or legal guardian. Only one gun between them allowed at the shooting position.

13 to 15 years old: May shoot larger caliber rifles and larger gauge shotguns, but must also be under the direct supervision of a parent or legal guardian with only one gun between them allowed at the shooting position.

16 to 18 years old: may shoot own gun if he/she is properly trained (Hunter Safety) and strictly complies with all Range Safety Rules.

### Hand Guns

Minimum age to shoot: 12 years.

Caliber/Gauge restrictions

12 to 15 years old: Restricted to 22 rim fire only and must be under the direct supervision of a parent or legal guardian with one gun between them allowed at the shooting position.

16 to 20 years old: May fire larger caliber handguns under the direct supervision of a parent or legal guardian with only one gun between them allowed at the shooting position.

## ADDENDUM C – GUEST MEMBER OBLIGATIONS

Every Guest Member agrees to follow the direction of Fortitude Ranch staff and, during an emergency, contribute best efforts to collective efforts to survive and maintain best possible quality of life.

Member training is offered during the year. There are special, required entry and membership validation processes for emergencies, especially if a viral pandemic situation. Members will be trained on these procedures and other compound security measures shortly after joining. All members are encouraged to be proficient in firearms use and use the ranch firing range for practice.

Every Guest Member will be expected to store on site a minimal amount of preparedness items. Members will have a private room or a locked storage space and can put their private locks on it. Recommended items include:

- Special food requirements and medications, vitamin supplements. FR will provide a minimum daily recommended calorie diet for members for at least one year, but members are encouraged to stock supplemental food for personal use. Several products are acceptable for this including Wise Foods, MREs, and many commercially available products. Talk to FR Manager for tips. If you have perishable medications you can arrange with Ranch Manager to mail out new drugs and have older ones (but not yet expired) mailed back to rotate them.
- 6 month supply of basic person hygiene products, personal toiletries. While we stockpile toilet paper, if you have high concern items you are wise to stockpile them. Our alcohol is for medical use, so bring your own to stockpile if this is important to you. Talk to FR Manager as to special needs.
- Eyeglasses if needed (2 pairs wise, contacts probably not wise)
- At least 2 LED flashlights (high and low power best) and backup batteries
- Enough clothing for each person to go one week without doing laundry.
- Regionally appropriate outdoor clothing and boots/footwear/gloves, including cold weather gear for working outdoors.
- Certain outdoor gear, such as backpack, compass, pocket knives, and multi-purpose tools.
- Firearms and ammunition (store in your personal area or if you prefer, FR staff can put in their secure storage area). All members are highly encouraged to keep a 12-gauge shotgun (pump



probably best) or an Assault Rifle that can shoot .223 ammo stored at Fortitude Ranch. If you have not bought an AR, we recommend the 5.56 barrel so you can shoot both .223 ammo and 5.56 ammo.

- Copies of government identification, passport, key personal papers (unless concern about having these documents stolen, in which case should keep in your personal “bug out bag”)
- Covered small/medium stove top pan, one set eating utensils