



# ENROLLMENT FORM

Please complete parts one through three.  
(Only the appropriate section of part 2 is required)

## **PART I**

1. Name: \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_
3. Home Phone:(    ) \_\_\_\_\_ 4.Work Phone: (    ) \_\_\_\_\_ 5.Cell Phone: (    ) \_\_\_\_\_
6. Email address: \_\_\_\_\_
7. Confirm Email address: \_\_\_\_\_
8. Address and Directions: Please provide the address of the land submitted or a description of the location where the parcel is located. Please provide clear directions and boundaries. Include any close road intersections, landmarks, stakes, or other significant markers that would help identify the property. Include a legal description of the parcel if known or GPS coordinates (unclear submissions might be delayed before showing availability to hunters). Also include driving directions to the property from a known landmark or intersection close to the property.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Name of landowner, leaseholder, or entity controlling land: \_\_\_\_\_
10. SSN or Tax ID number of landowner, leaseholder, or entity controlling land: \_\_\_\_\_
11. How many acres are in the parcel submitted? \_\_\_\_\_

## **PART II:** (Complete only the section(s) of part two which correspond to your enrollment)

- SECTION A:** You are a landowner wishing to enroll land for hunting (all game types) (with or without landowner licenses or vouchers), in IronAim's service.
- SECTION B:** You are a leaseholder who wants to make a portion of my lease available through IronAim.
- SECTION C:** You are an outfitter wishing to enroll in IronAim's service.
- SECTION D:** You are a landowner wishing to enroll my property for non-hunting related activity (fishing, camping, four-wheeling / off-roading, etc).

### **PART II - A:** *You are a landowner wishing to enroll land for hunting (all game types) (with or without landowner licenses or vouchers), in IronAim's service.*

- A. Please check the following box(es) corresponding to the manner or method of hunting you will allow on your property:  
 All                       Rifle                       Archery                       Muzzleloader                       Shotgun
- B. Please list the species you authorize to hunt, the sex if applicable, the maximum number of hunters authorized on your property at one time for the species (primarily for birds and small game), and the price per hunter for use (if a more complex explanation is required please provide additional information in the additional information lines toward the end of this form).

<u>Species</u>	<u>Sex</u>	<u>Max # Hunters</u>	<u>Price per Hunter</u>	<u>Gaming Unit/Region</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

C. Is there any period of time you wish to exclude your property from being hunted for any reason (when you, a spouse, or a friend will be hunting on the land)? If so please provide dates and species that SHALL NOT be offered through IronAim.

D. Do you want the hunter to check in with you upon arrival? Y / N

E. Is the property gated? Y / N F. Is so, is a key required? Y / N

G. If a key is required or access is controlled, how will the hunter gain access to the property?

H. Check any of the following authorized on your property:

- Tent Camping (no campfire)
- Pop up camping (no campfire)
- RV or other camping (no campfire)
- Campfires ARE authorized if not subject to ban
- Horses
- 4 x 4 access
- RV hookups available
- ATV's

I. Please describe your land in detail including the type of landscape and terrain, whether or not it abuts public land, any streams or water fixtures on the land, or any other information that would be helpful to users. Should you have amenities such as blinds, tree stands, suitable lodging, landowner vouchers, or other attributes, we help you make those available in conjunction with the land. Also use this space to include rationale for the fee you have set for your land use. If landowner vouchers or licenses will be transferred, IronAim will help facilitate communication between the hunter and the landowner, but will not be directly involved in the transfer (note some states prohibit third party interest in transferring landowner vouchers or licenses to hunters).

J. Please provide any instructions or terms for users of your property:

K. May IronAim provide a guide or refer an outfitter, subject to IronAim's Terms and Conditions? Y / N

**Part II - B: You are a leaseholder who wants to make a portion of my lease available through IronAim**

A. CHECK THE APPROPRIATE BOX BELOW -

- I am not the owner of the property listed herein but I have a valid and legal lease conveying to me the right to exclusively control all access to the property for the purpose of hunting.
- I am not the owner of the property listed herein but I am party to a valid and legal lease conveying to me the right to, on limited but defined occasions, exclusively control access to the property for the purpose of hunting, and any submissions to IronAim shall not be outside the scope of that which I have lawfully been granted under the terms of the lease.

B. Please check the following box(es) corresponding to the manner or method of hunting you will allow on your property:

- All
- Rifle
- Archery
- Muzzleloader
- Shotgun

C. Please list the species you authorize to hunt, the sex if applicable, the maximum number of hunters authorized on your property at one time for the species, and the price per hunter for use (if a more complex explanation is required please provide additional information in the additional information lines toward the end of this form).

<u>Species</u>	<u>Sex</u>	<u>Max # Hunters</u>	<u>Price per Hunter</u>	<u>Gaming Unit/Region</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

D. Is there any period of time you wish to exclude your property from being hunted for any reason (when you, a spouse, or a friend will be hunting on the land)? If so please provide dates and species that SHALL NOT be offered through IronAim.

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E. Do you want the hunter to check in with you upon arrival? Y / N

F. Is the property gated? Y / N                      G. Is so, is a key required? Y / N

H. If a key is required or access is controlled, how will the hunter gain access to the property?

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I. Check any of the following authorized on your property:

- |   |   |
|---|---|
| <input type="checkbox"/> Tent Camping (no campfire)                     | <input type="checkbox"/> Horses               |
| <input type="checkbox"/> Pop up camping (no campfire)                   | <input type="checkbox"/> 4 x 4 access         |
| <input type="checkbox"/> RV or other camping (no campfire)              | <input type="checkbox"/> RV hookups available |
| <input type="checkbox"/> Campfires ARE authorized if not subject to ban | <input type="checkbox"/> ATV's                |

J. Please describe your land in detail including the type of landscape and terrain, whether or not it abuts public land, any streams or water fixtures on the land, or any other information that would be helpful to users. Should you have amenities such as blinds, tree stands, suitable lodging, landowner vouchers, or other attributes, we help you make those available in conjunction with the land. Also use this space to include rationale for the fee you have set for your land use. If landowner vouchers or licenses will be transferred, IronAim will help facilitate communication between the hunter and the landowner, but will not be directly involved in the transfer (note some states prohibit third party interest in transferring landowner vouchers or licenses to hunters).

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K. Please provide any instructions or terms for users of your property:

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**Part II – C You are an outfitter wishing to enroll in IronAim's service.**

IronAim works with outfitters to help them book hunters for off-peak times or slower parts of the seasons. IronAim also asks every landowner enrolling for permission to refer an outfitter or a guide on his or her property. Occasionally we encounter a need to refer hunters to you. We thank you for your patronage and hope to work with you in a manner that is beneficial to you, to hunters, and to us.

A. Company name and registration number (for licensed outfitters only):

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B. Physical business address: \_\_\_\_\_

C. Telephone number: (    ) \_\_\_\_\_

D. Contact name: \_\_\_\_\_

E. Contact email address: \_\_\_\_\_

F. Check any of the following that apply:

- I am interested in making land available to hunters in a non-guided self-service capacity for the times that my leases or land is not booked.
- I am interested in making some reduced service packages available through IronAim for some parts of the year.
- I want to give IronAim users the ability to sign up for a hunt with my service through IronAim, but am not interested in any other discount or low-frills packages.

G. What type of hunting do you normally outfit: \_\_\_\_\_

H. Do you operate on multiple parcels?: Y / N

Upon receipt of this form an IronAim representative will contact you regarding how IronAim can help make the most of your business.

**Part II – D: You are a landowner wishing to enroll my property for non-hunting related activity (fishing, camping, four-wheeling / off-roading, etc).**

**FIRST ACTIVITY**

A. For what activity do you wish to make your land available to users (fishing, camping, boating, etc)?

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B. Please list the lands attributes, which support the notion that it would be of value in the aforementioned use (large private lake, stocked pond, beautiful camping area, etc)

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C. The price I wish to charge for use of my land on a per person per day or per person per week basis (please specify) is:

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D. The maximum number of people allowed on my property for this activity at any one time is: \_\_\_\_\_

Please attach additional sheets if multiple activities are being enrolled.

**PART III**

12. Additional Information:

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13.  I authorize IronAim to send me information on product updates and special offers.

14. How did you hear about IronAim? \_\_\_\_\_

PLEASE SIGN NEXT TO 15 & 16 BELOW (BOTH ARE REQUIRED FOR ENROLLMENT)

15. \_\_\_\_\_ I certify that I am authorized to submit the aforementioned land to IronAim.

16. \_\_\_\_\_ I understand and accept IronAim’s Terms and Conditions & Privacy Policy.

**RETURN THIS COMPLETED FORM TO IRONAIM**

IronAim LLC  
P.O. Box 630664  
Littleton, CO 80163

Office (303) 346-8121  
Fax (303) 484-5631  
Email: Enrollment@IronAim.com

# **Terms and Conditions & Privacy Policy**

IronAim LLC, hereinafter referred to as IronAim, is a Colorado limited liability company.

All users acknowledge that IronAim's purpose is to bring together hunters and landowners in a manner that eliminates frustration during hunting season and provides value to both hunters and landowners. IronAim brings landowners and hunters together in a manner that allows them to enter into an agreement. IronAim does not warrant or otherwise provide a guarantee with regard to material statements or assertions made by either party. IronAim also serves landowners by availing conditions and features of their property to the public, for various non-hunting related activities, which are limited in scope and duration. The term "hunter(s)" as used herein, specifically includes all users of IronAim who purchase use-rights to land for any use availed through IronAim. All terms and conditions shall apply to "hunter(s)" and "user(s)", as the terms herein, unless specifically stated to the contrary, should be interpreted synonymously. The term "landowner(s)" as used herein, specifically includes leaseholders, outfitters, or other persons or entities submitting land for enrollment with IronAim.

By accepting IronAim terms and conditions you represent and warrant that you are 18 years of age or older. You further represent and warrant that you have the legal authority to accept the terms and conditions of this agreement.

In connection with the exercise of your rights and obligations under this agreement (including, without limitation, any related to individual privacy), you will comply, at your own expense, with all applicable laws, regulations, rules, ordinances and orders of governmental authorities having jurisdiction.

Landowner acknowledges and agrees that an important component of IronAim's service is providing a value to the hunter. This being the case, landowners retain the opportunity to exclude any periods during the year wherein they do not wish to have their land made available through IronAim. By making land available to hunters through IronAim landowner expressly guarantees, represents, and warrants the following to be true:

1. That person submitting land is the owner of the land or authorized representative of the owner of the land lawfully empowered to submit land to IronAim for the exclusive consideration by potential hunters on the land.
2. The landowner or authorized representative expressly guarantees that they will not independently convey the rights to hunt on the land submitted during any week submitted to IronAim for potential purchase by hunters.
3. The landowner or authorized representative has expressly read, understood, and agreed with IronAim's terms and conditions & privacy policy.

IronAim users shall defend, indemnify, and hold IronAim, their members, employees, and agents harmless from and against any claim or suit brought against user, including any and all losses, damages, costs, and expenses (including reasonable attorney's fees) arising from such claim or suit: (a) alleging any breach by user of any representation, warranty, or obligation of you set forth in this agreement; (b) alleging damage or loss caused by negligence, fraud, dishonesty or willful behavior by user or users agent.

If any provision of these terms and conditions is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

Landowner acknowledges that IronAim is a registered trademark and shall not recreate or utilize the mark in any way or place it on any sign without IronAim's express written permission.

Users expressly acknowledge IronAim's recommendation to consult with an insurance professional and retain, at their cost, a policy protecting their interests against any claims that may arise as a result of offering land through IronAim's service, or hunting upon land located through IronAim's service. Under no circumstances shall this be construed to mean that IronAim will be financially, or in any other way, responsible for the cost of any or additional policies, endorsements, or coverage.

Landowners acknowledges that enrolling property with IronAim costs nothing. IronAim makes no guarantee expressly or otherwise that use rights for the enrolled land will be purchased. Once IronAim facilitates the sale of use rights to an IronAim user and collects payment on behalf of the landowner, IronAim shall retain a fee of 30% of that which has been collected. Payments to landowners will be made in accordance with IronAim policies. IronAim fees for service to outfitters are not fixed and vary based on numerous factors.

IronAim is not responsible for any fees assessed by any administrative entity or other agency, required in order for hunter to utilize license or voucher.

Hunter agrees to abide by all local, state, and federal laws regarding hunting and related activities on public and private property.

Hunter agrees and acknowledges his/her duty to handle all firearms, bows, arrows, or other hunting implements with due care

exercising extreme caution and care, particularly when discharging any firearm, arrow, or other hunting implement. Hunter accepts full responsibility and accountability for any arrow, bullet, shot, or missile fired by hunter and will hold IronAim, its agents, representatives and employees free and harmless against any claim arising from hunter action or inaction.

Hunter acknowledges an inherent and profound risk in hunting, and assumes said risk, at all times when hunter is on the property owned by the landowner. Hunter acknowledges that various risks are inherent in hunting. Hunter agrees to indemnify and hold harmless IronAim and landowner for risks assumed by hunter when using property. All conditions upon property, including but not limited to, the presence of any plant, animal, poisonous snakes, poison ivy, rugged terrain, diminished or no cellular telephone coverage, visible or camouflaged holes, and any other condition either seen or latent, are risks assumed by hunter and need not be expressly conveyed to the hunter for assumption of such risk. IronAim expressly recommends and advises landowners and hunters to obtain an insurance policy specifically calculated to protect their interests and mitigate financial liability and responsibility as a result of actions or inactions on the part of the hunter or landowner.

Hunter acknowledges that purchasing hunting rights in no way offers, purports, guarantees, or otherwise conveys the notion or fact that the hunter will be successful during the hunt, or even encounter the opportunity to view wildlife of any kind.

IronAim cannot and does not verify material statements made by landowners who submit their land to services provided by IronAim. IronAim does not warrant any assertions made by landowners regarding exact parcel size, or other attributes on the property that might be considered valuable to hunter. Hunters are encouraged to examine parcels purchased in advance of purchase.

Hunter acknowledges that when they purchase rights to utilize property that property is no longer available for others to purchase, consequently, upon purchase the hunter expressly acknowledges they retain a right to cancel their purchase and receive a full refund if such a request is made to IronAim within 72 hours of the time of purchase. After that, hunters may request that IronAim place the property back on their site showing it available to purchase. Only after the property is purchased by a different hunter, for more than 72 hours, will IronAim process requests for refunds. Refunds of this nature are subject to a 20% processing fee which IronAim will withhold from hunter's refund. Any property listed as available by IronAim at the request of the hunter will be removed from the available inventory of properties if not resold within seven calendar days of the use date and hunter shall forfeit all fees.

Upon purchase of hunting rights, purchaser and landowner will be notified of sale. Hunter and landowner will be emailed matching and unique confirmation certificates. These certificates will bear the hunter's name, dates of property use purchased, and other personalized information, as well as a unique code generated by IronAim. The hunter expressly agrees to carry the IronAim certificate bearing the unique code, with his or her hunting license at all times while on the property purchased. Failure to present the certificate and hunting license to the landowner or landowner's agent as evidence of purchased rights upon demand will constitute a breach of these terms. In that event the hunter will forfeit any privileges conveyed through IronAim on behalf of landowner. Hunters breaching agreement shall not be entitled to a refund through IronAim or the landowner.

Hunter acknowledges that rights purchased through IronAim may not be transferred or assigned and are deemed personal.

In the event that hunter inadvertently or purposefully kills any game other than species and sex for which rights were purchased through IronAim, hunter expressly understands and acknowledges liability for the cost of the animal in question based on comparable value determined by IronAim in its sole discretion. This liability is separate from any liability or action that may be initiated or claimed by the landowner.

All users expressly understand that IronAim does not evaluate user qualifications or experience. Landowners understand and assume all risk of damage caused by IronAim users. Landowners agree to indemnify and hold harmless IronAim, its agents, and employees for any damage done by user(s), and are expressly advised by IronAim to obtain an appropriate level of insurance.

Hunters or landowners may notify IronAim in a timely fashion of any issues, conflicts, or claims, which arise between hunter and landowner pursuant to a service provided by IronAim. Such claims must be made within 10 days of the last scheduled calendar day of the rights purchased. IronAim reserves the right to withhold funds from landowner in excess of 30 days in the event that IronAim is made aware of a potentially legitimate claim against the landowner for any misstatements, false assertions, or misleading accounts of the properties worthiness. In such cases funds shall be withheld until such time that the parties agree to an amicable settlement and IronAim receives written instructions regarding distribution of the funds, or at such time that IronAim receives an order from any court of record having jurisdiction over the events, directing them to disperse the funds. IronAim may also interplead said fund into court less its attorney fees and costs.

Users will not have the right or the power to assign any rights or delegate the performance of any obligations herein without written authorization from IronAim. In addition, users understand and acknowledge authorization of any activity through IronAim is strictly limited to the purchaser unless specifically authorized otherwise by IronAim. Users acknowledge that the presence of any additional persons during a hunt or other land use is prohibited unless specifically paid for or approved in advance. Should user be accompanied

by any individual(s) not authorized, user expressly agrees to be liable to landowner and IronAim for any conduct, action, or inaction of said individual(s), and expressly agrees to accept liability on behalf of landowner and IronAim for any claims made by individual(s) arising out of their unauthorized and illegal presence on landowner property. User shall retain no standing to object in the event unauthorized individual(s) are directed to leave property upon discovery by landowner or landowner's agent. Landowner or landowner's agent may also direct user to leave property for breaching agreement, in this event, the user agrees to hold harmless landowner and IronAim.

By utilizing IronAim users agree that these terms and conditions supersede any and all prior or contemporaneous oral or written agreements or understandings between IronAim and the user as to the subject matter of these terms and conditions. User acknowledges that these terms and conditions reflect an informed, voluntary allocation between IronAim and user of all risks, both overt and latent, associated with IronAim's service.

Any dispute or claim arising out of or relating to these terms and conditions will be resolved by binding arbitration. The arbitration of the any dispute or claim shall be conducted in accordance with the American Arbitration Association rules, as modified by these terms and conditions, and will take place in Denver Colorado, unless IronAim and the user mutually agree to hold the proceedings elsewhere. Neither IronAim nor the user may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses will be the responsibility of the prevailing party, including reasonable attorney's fees and costs. No action, arising out of or in conjunction with the subject matter of these terms and conditions may be brought by user more than one (1) year after use. These terms and conditions and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Colorado, without reference or giving effect to its conflicts of law principles.

It is the policy of IronAim to respect the privacy of individuals desirous of using IronAim's service. To this end, IronAim will not sell, barter, or otherwise make your information available to other corporations or business. Periodically IronAim encounters opportunities, products, or services, which may be of interest to IronAim members. At such times we may make you aware of such opportunities, products, or services unless or until we receive notification from you that you do not wish to be notified of any of the aforementioned items.

Parties recognize that IronAim exists to facilitate cooperation between landowners and hunters. In addition, IronAim reserves the right to release information regarding hunter or landowner when required to facilitate the transfer of landowner vouchers, private land licenses, or similar. IronAim will not release information regarding either party involved in until such time that IronAim has received payment on landowner's behalf. In addition, returns or cancellations of voucher or landowner purchases will be honored by all parties if made within 72 hours of time of purchase. Purchases not cancelled within 72 hours of purchase are final. In the event that purchases are made or a request for release of information is made prior to 72 hours after purchase, purchaser expressly acknowledges that a refund will not be made by IronAim.

It is the policy of IronAim to cooperate and assist any local, state, or federal agency with the investigation of any criminal activity including but not limited to violations regarding wildlife, fish and game, or similar violations. While we respect member's privacy, member acknowledges and agrees to hold harmless, IronAim, its agents, representatives and employees from releasing member information to any local, state, or federal authority. Such a release will not be facilitated unless IronAim receives an official request on agency letterhead. IronAim shall not be required or bound in any manner to notify member of any inquiries, requests for information, or other pending investigations wherein they may be subject to criminal or administrative sanctions.

In the event that a dispute arises between a landowner and a hunter IronAim reserves the right to, in its sole discretion, provide one or both with the basic information of the other party in an effort to help expedite the resolution of the dispute.