



# FORTITUDE RANCH™

## Membership Agreement

**Overview of Agreement:** This document establishes an agreement between **Disaster Preparedness LLC**, a Colorado Limited Liability Company (d/b/a Fortitude Ranch, also herein referred to as “FR” or “Club”), and the undersigned “Member”,

\_\_\_\_\_ (print full name) relative to the rights of said Member and the operations of FR. Using the name “Fortitude Ranch™”, FR operates as a private, members-only recreational and outdoor activity club, also providing other unique services involving preparedness for crisis situations and catastrophic events. The term “Member” in this membership agreement does not mean that the Member is an equity owning member nor owner of any member units of the limited liability company. The term Member applies only to certain non-exclusive and conditional lease rights of land and facility usage by the 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 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. 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 Members will be expected to act at their direction until such time as the security threat ends or local law enforcement is restored. 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. We add to our food stockpiles after new members join, sustaining enough farmed, gardened, ranch animal (onsite at some locations, at nearby feedlot or farm in others), stockpiled and other sources of food to ensure we can feed you for at least one year at 2,000 calories per person daily. With gardening, ranch animals, hunting and fishing we expect we can go much longer than one year.

Fortitude Ranch is also a recreational and vacation facility for Members in “good times.” Members can stay in a guest room or their survival room up to two weeks per calendar year. If you want to come out and put supplies in your room or locker, or use the shooting range, but not spend a full day or use any luxury sleeping rooms you can do this in addition to vacation days. You can vacation at any FR location, not just your “home Fort.” These visits must be scheduled by email, at least days, ideally weeks in advance with the hosting Ranch Manager. If you have some urgent need to use a FR location for a longer hunting trip than 4 days or other special requests just email us and we will endeavor to work this out for you. We offer survival skills training several times during the year at our locations, and also member social events (often including Fortitude token holders as well as Members).

**Release of Liability:** By signing this document the Member acknowledges that the activities of hunting, shooting firearms, archery, riding a zip line, horse riding, snowmobiling, cross country skiing, ATV riding, climbing, hiking, construction work, recreational and other activities available through Club operations are inherently dangerous and agrees that the undersigned will not hold Fortitude Ranch, Disaster Preparedness LLC of Colorado, and their owners, managers, or agents, liable for any injury which may occur while on the Property owned by either LLC. The Member also agrees that this release of liability applies to all parties to this membership agreement and that a Waiver of Liability Form will be executed for each visitor/invitee that Member brings onto the Property and that without this executed Waiver of Liability Form, Members and approved visitors will not be allowed on the Property for any purpose.

**In general, we keep our regulations and policies short and simple. If you have a special request or concern, we are flexible and with the exception of not compromising on security during a collapse, will work with you to find a good option.**

**Membership Fees:** There is a large upfront payment to join, and then quarterly membership dues and an annual food restocking fee for each Member/Family set in the attached Addendum A, and signed as part of the membership agreement. These quarterly and annual fees can be increased, but not at a rate to exceed inflation as measured by the Consumer Price Index. 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 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 Members at much less than the cost of a commercial guest ranch vacation. Note that during a crisis, FR members are not expected to continue making quarterly payments and annual food restocking fees—all further payments are suspended until the disaster is over. If a member quits the quarterly and annual dues cease, but the membership down payment is not refundable.

**Membership Transferability and Restrictions:** A Membership in Fortitude Ranch is generally transferable, subject to specific limitations. This is not a time share, and you cannot temporarily gift or transfer membership. Members own no space or real estate and cannot sell a membership without FR approval. In the event of a “Declared Emergency”, only registered Members will be allowed entry, no one else. The FR staff’s focus in the event of a disaster is the protection of our Members, and we will be the ones to communicate and enforce a policy of absolutely no non-Members allowed in. If you

want to change membership in your family group email us and we will get this done for you. You can bequeath membership to family members. Selling a membership is also possible, but we must be involved and speak with and approve the people you sell the membership to, and record it. If you later want to modify a long-term membership agreement, we will work with you to arrange this.

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 Membership agreement. Optional training sessions are offered throughout the year.

**Confidentiality:** Members agree to keep location and security aspects of Fortitude Ranch confidential and never disclose the names of other members to the media or any other party. Violation can result in loss of Membership. FR will never release any information on its Members identities and will not maintain any membership records on the Internet.

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

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

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

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

Additional Spouse, Family members in addition:

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

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

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

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

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

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

# FORTITUDE RANCH™

## ADDENDUM A – MEMBERSHIP OPTIONS AND PRICING

(pricing per current table on website, depends on type accommodations: Spartan, Economy, Luxury)  
*Quarterly fees and annual dues can be increased, but not above the rate of inflation, CPI*

### Individual Membership

- Basic Individual Membership, \$\_\_\_\_\_ initial payment, \_\_\_ year term, \_\_\_\_\_ accommodations, \$\_\_\_\_\_ quarterly dues, \$300 annual food restocking fee

### Couple Membership

- Basic Couple Membership, \$\_\_\_\_\_ initial payment, \_\_\_ year term, \_\_\_\_\_ accommodations, \$\_\_\_\_\_ quarterly dues, \$600 annual food restocking fee

### Family Membership

- Family Guest Annual Membership (\_\_\_ adults, \_\_\_ children), \$\_\_\_\_\_ initial payment, \_\_\_ year term, \_\_\_\_\_ accommodations, \$\_\_\_\_\_ quarterly dues, \$\_\_\_\_\_ annual food restocking fee (\$300/person)

### RV Camper Membership

- RV Pad Site, \$\_\_\_ down payment for \_\_\_ year membership, \$\_\_\_\_\_ quarterly fee, \$300/person annual food restocking fee.

### RV or Tiny Home Membership:

*Prices below for 3 people (min). Each additional person is +\$1,000 down payment,*

*Cost: +\$75 quarterly dues, +\$300/person annual food restocking fee*

| <u>Membership Length (Yrs)</u> | <u>RV Membership, 3 people</u> | <i>quarterly dues start in year 2</i> |                   |  |
|--------------------------------|--------------------------------|---------------------------------------|-------------------|--|
|                                | <u>Downpmt</u>                 | <u>Quarterly</u>                      | <u>Annual Fee</u> |  |
| 5                              | \$ 4,500                       | \$ 350                                | \$ 900            |  |
| 10                             | \$ 7,000                       | \$ 300                                | \$ 900            |  |
| 25                             | \$ 12,000                      | \$ 250                                | \$ 900            |  |
| 50                             | \$ 18,000                      | \$ 200                                | \$ 900            |  |

### Non-Member Guest Fee

- Non-Members Guest Fee is \$10 per day for recreating purposes only. Lodging costs vary by location and time of year. 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 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 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 Members. Your inputs and assistance will be greatly appreciated, but all security decisions and policies will be made by the FR staff and are not subject to any membership vote. FR staff will work to protect every Member's safety. This will include a no tolerance policy with regard to letting non-Member visitors into the facility in the event of a Declared Emergency. We will communicate and enforce this policy. Member guests who object to FR staff decisions will always be free to leave the facility.

**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 Members and visitors. Second, they must not distract from the quality of the other 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 make 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 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.*

# Shooting Range Rules

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

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/location is to be used at a time. All people in the range area are to be at this location, or behind it in sight and hearing distance.
8. Firearms must be pointed in a safe direction at all times, which is up or 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 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. 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.

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 15years 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.

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 – MEMBER OBLIGATIONS

Every 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 Member is expected to store on site a minimal amount of 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 personal hygiene products, 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 FR staff can put in their secure area). Members are encouraged to keep a 12-gauge shotgun (pump probably best) or a magazine fed rifle firing .223 ammo, such as any of the AR-15 or Mini-14 rifles that can shoot .223 ammo stored at FR. We recommend the 5.56 barrel so you can shoot both .223 ammo and 5.56 ammo. A pistol also recommended since in a collapse, members should always be armed when outside.
- Copies of government identification, passport, social security card, 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, plate, cup, one set eating utensils

*In a crisis, collapse situation, come to Fortitude Ranch with as much food, ammunition and other supplies as you can fit in your vehicle.*