

GENERAL RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This General Release of Liability, Hold Harmless and Indemnification Agreement (hereinafter the "Release") is executed this ____ day of _____, 202_, by _____ (hereinafter the "Participant"), in favor of and for the benefit of **Moree's Sportsman Preserve, LLC** and **Retreat Vacations, LLC** (hereinafter, collectively, the "Preserve"), and all of the Preserve's owners, members, managers, officers, directors, employees, contractors, agents, representatives, affiliates, lessors, lessees, licensees, invitees, attorneys, insurers, successors and assigns (collectively, the "**Released Parties**").

WHEREAS, the Preserve owns and operates an upland game preserve offering various outdoor activities, including but not limited to hunting, fishing, and sporting clays, and facilities related thereto (hereinafter the "Activities"); and

WHEREAS, the Participant desires to participate in the Activities; and

WHEREAS, in consideration of the right to participate in the Activities, the Participant agrees to execute this Release.

NOW, THEREFORE, in consideration of the right to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Participant agrees as follows:

1. The Participant acknowledges that there are risks and hazards associated with participation in the Activities (some of which the Participant may not fully appreciate), and that illness, injuries, property damage, disability, death or other harm could occur to the Participant or others. The Participant is voluntarily participating in the Activities, knowing that the Activities may be hazardous to the Participant's health and property. The Participant hereby accepts any and all risks of injury (including death) to the Participant arising out of or in any way connected to the Activities.
2. The Participant agrees to comply with all rules imposed by the Preserve with regard to the Activities and for use of the any facilities and/or equipment provided by the Preserve, and hereby agrees to use all facilities and equipment in a manner consistent with its intended design and purpose. The Participant acknowledges that the Preserve has made no warranties or representations, written or oral, of any kind whatsoever as to the condition of the facilities or equipment.
3. Being fully aware of all risks and hazards, including but not limited to those risks and hazards as set forth herein, the Participant (and the Participant's parent or legal guardian, if the Participant is under the age of 18 years or lacks contractual capacity to execute this Release), hereby agrees to forever **RELEASE, DEFEND, HOLD HARMLESS and INDEMNIFY** the Released Parties of, from and against any and all liabilities, claims, demands, actions and causes of action of any kind or nature whatsoever, including attorney's fees, costs and expenses, arising out of or related in any way to any loss, damage, injury, illness, disability or death that may be sustained by the Participant, or to any property belonging to the Participant, arising out of or in any way related to the Activities, **REGARDLESS OF WHETHER SUCH DAMAGES ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR ANY OTHER PERSON** and regardless of whether such liability or claims arise in

tort, warranty, contract, strict liability or otherwise, to the fullest extent allowed by applicable law.

4. It is the Participant's express intent that this Release shall be binding upon the Participant and the Participant's heirs, executors, administrators, parents, legal guardians, agents and representatives to the fullest extent permitted by applicable law. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of any remaining provisions of this Release.

If the Participant is under the age of 18 years or lacks contractual capacity to enter into this Release, a parent or legal guardian of the Participant, as applicable, must sign this Release on behalf of the Participant. Upon the Participant obtaining the legal age of 18 years, the Participant hereby consents and agrees to all of the terms and conditions of this Release shall continue in full force and effect following the date the Participant attains the age of 18 years as if the Participant signed this Release upon attaining the age of 18 years.

By signing this Release, the Participant, or the Participant's parent or legal guardian, if applicable, acknowledges and agrees that they have read this Release, that they understand the risks set forth herein as well as the terms and significance of this Release, that they sign this Release voluntarily as an act of their own free will, and that this Release is the entire agreement with respect to the subject matter set forth herein.

IN WITNESS WHEREOF, the undersigned Volunteer, or the Volunteer's parent or legal guardian, if applicable, has signed this Release as of the date set forth below.

Signature of the Participant

Printed Name of the Participant

Telephone Number

Address

E-mail Address

Signature of Parent/Legal Guardian

Printed Name of Parent/Legal Guardian

WITNESSED BY:

Name

Date