

**Release of Liability and Acknowledgment and Acceptance
of Dangers, Risks and Hazards of Recreational Activities (the "Agreement")**

By signing this Agreement, I hereby acknowledge that I have knowingly and willingly entered this Agreement, by and between _____, et al. (hereinafter the Participant, whether one or more) and Westover, LLC, including their members, managers, shareholders, and partners, et al. (landowners, hereinafter the Owner(s), whether one or more) and Terry and Sharon England dated _____, 20____.

I further acknowledge and understand that no warranty, either express or implied, is made by the Owners as to the condition of any of the property located in Crawford County, Missouri Township 37N Range 3W Sections 11, 14 & 23 aka Westover Farms with an address of 546 Hwy BB Steelville, MO 65565 and the Terry and Sharon England property (hereinafter the "Premises"), or of any roads, buildings, homes, gates, lakes, ponds, sloughs, levees, blinds, raceways, springs, creeks or other improvements located thereon. I acknowledge that recreational activities entail known, unknown and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, my property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the recreational activities. This Agreement serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the Premises expose both me, my guests and my property to all the perils and risks associated with recreational activities including but not limited to dangerous conditions, risks and hazards, poisonous snakes, insects and spiders, dangerous water, springs, fishing equipment, erosion and general condition of the Premises (with all its faults and dangers), both on and off roadways, paths in the woods, lakes, sloughs, ponds, springs, creeks, and fields, creating rough, hazardous and dangerous driving, walking, swimming, wading and fishing conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons (both with permission and possibly without permission) with firearms and bows both on or off the Premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards. My participation in the recreational activities is purely voluntary and I elect to participate in spite of the risks.

In consideration for the right to enter the Premises, I hereby release, forever discharge, and agree to protect, indemnify and hold harmless the Owners and their respective heirs, agents, employees, partners, successors, and assigns on behalf of myself, my children, my parents, my heirs, assigns personal representatives and estate from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the Premises and all improvements thereon, whether or not caused by the Owner's negligence or gross negligence. I hereby further covenant and agree that I, my heirs, legal representatives, relatives, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Owners or his or her respective heirs, agents, representatives, employees, partners, successors or assigns by reason of conditions on the Premises or any activities occurring thereon and I shall personally indemnify the Owners for the same. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision(s) hereof. I hereby further understand and agree to abide by all the rules, provisions and terms of this Agreement as set forth by the Owners. Participant agrees to abide by all state game laws as set forth by the Missouri Department of Natural Resources and the Missouri Conservation Department. In addition to state game laws, Participant agrees to abide by all local, state, and federal laws while on the Premises. As the Participant, I represent and warrant that I have abided and will abide by all the rules, laws, and provisions described above. As used in this release, the terms *I*, *my person* and *myself* including minors in my care while on the Premises. I certify that I have adequate insurance to cover any injury I may cause or suffer while on the Premises or I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety while on the Premises. By signing this Agreement, I acknowledge that if anyone is hurt or property is damaged in any way related to my activities on the Premises, I may be found by a court of law to have waived my right to maintain a lawsuit against the Owners on the basis of any claim from which I have released them herein.

Date and signed this ____ day of _____, 20__.

(Participant's Signature)

(Participant's Printed Name)

(Participant's Street and Zip)

(email address)