

HUNTING, FISHING, ACTIVITIES AND LODGING WAIVER AND RELEASE OF LIABILITY AGREEMENT

BE ADVISED: You must sign this Hunting, Fishing, Activities and Lodging Waiver and Release of Liability Agreement (this "**Agreement**") to access Westover Farms (the "**Property**") and participate in the Activity (defined below).

1. Each person participating in the Activity is referred to as a "**Participant**". I, the undersigned, am a Participant, and, if a Participant is under eighteen (18) years of age, I hereby represent that: (i) I am such minor Participant's parent or legal guardian; and (ii) I am authorized to sign on such minor Participant's behalf. I acknowledge and agree that hunting, shooting (including, without limitation, target practice and recreational shooting), shooting games and competitions (including, without limitation, skeet shooting, trap shooting and 5-Stand), fishing, hiking, biking, camping, sightseeing, participating in other recreational activities on the Property, renting equipment and/or using the Property's facilities, in general, for any purpose (collectively, the "**Activity**") **CAN BE HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. By signing this Agreement, I hereby acknowledge the risks and dangers of the Activity and agree that by Participating in the Activity, Participant **ASSUMES ALL SUCH RISKS AND DANGERS**, including, but not limited to, each of the following: the discharge of firearms and bows and arrows (on purpose and on accident); injury from other Participants and/or their firearms or bows and arrows; fishing hooks, lures, lines and other equipment; fish; animals, both domestic and wild, which may be diseased and/or dangerous; poisonous/venomous plants, snakes, insects and spiders; trees; thorns; downed timber and other forest growth; rocks; debris; holes; hidden ground openings; falling objects (including, without limitation, trees, tree branches, snow and ice); bodies of water; flooding; hidden obstructions; man-made objects (including, without limitation, blinds, tree stands and fences); vehicles (moving or stationary); defective equipment (rented or owned); slick, icy, rugged, mountainous and/or extreme terrain; cliffs; variations in terrain; unmaintained or unmarked trails/roads or trail obstructions; natural or artificial conditions or structures; erosion of the general condition of the land; changing weather conditions; storms; lightning; hail; excessive heat; snow; ice; becoming lost or separated; lack of shelter; limited access and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, other sickness or frostbite; and/or mental distress from exposure to any of the above. **I ACKNOWLEDGE AND AGREE THAT THE DESCRIPTION OF THE RISKS AND DANGERS SET FORTH IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

3. I hereby acknowledge and agree that no representations or warranties, either express or implied, have been made by Westover, LLC, Trout LLC, Duncan Avenue Properties, Inc., or any of their respective owners, successors in interest, commercial or corporate sponsors, equipment manufacturers, suppliers, distributors, affiliates, agents, employees, staff, representatives, assignees, officers, managers or members (each, a "**Released Party**"), as to the condition of the Property, or to the condition of any road, building, fence, gate, improvement or facility located on the Property.

4. In consideration for allowing Participant to participate in the Activity, I hereby agree, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY AND AGREE NOT TO SUE THE ANY RELEASED PARTY FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON ANY RELEASED PARTY'S (I) ALLEGED OR ACTUAL NEGLIGENCE, (II) BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR (III) BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, EXCEPT TO THE EXTENT SUCH CLAIMS ARE DETERMINED TO HAVE BEEN CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A RELEASED PARTY. I ACKNOWLEDGE AND AGREE THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. I FURTHER AGREE TO DEFEND AND INDEMNIFY EACH RELEASED PARTY FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN THE ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

5. By signing this Agreement, I hereby represent, acknowledge and agree that: (i) Participant has obtained all licenses, permits, certificates and/or tags necessary to participate in the Activity; (ii) Participant is in good health and there are no special problems associated with Participant's physical or mental condition; (iii) Participant will abide by all rules set for the Property and all federal, state and local laws and regulations while participating in the Activity, and will take all reasonable steps to prevent any violation of such rules, laws and regulations; and (iv) Participant will take reasonable and proper care of the Property and its facilities, and shall be liable to the owner(s) of the Property for any damage caused by Participant's participation in the Activity. Further, by signing this Agreement, I hereby give each Released Party permission to take photographs and/or recordings of Participant while participating in the Activity, and to use and sublicense such material for any purpose in print, advertisement, social media, film, video and/or online or broadcast presentation of any sort. If any term or provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining terms and provisions of this Agreement shall remain in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. BY SIGNING THIS AGREEMENT, I WARRANT THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO EXECUTE THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ANY OTHER PARTICIPANT IDENTIFIED BELOW.

Executed this ____ day of _____, 20____.

PRINT Name of Participant

Signature of Participant if 18 or Older

_____/_____/_____
Participant Date of Birth

PRINT Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

_____/_____/_____
Parent/Guardian Date of Birth

Participant's Address, City, State, Zip

Participant's Phone Number

Participant's Email Address