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WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT

(FURTHER REFERRED TO AS **RELEASE**)

I, _____ (herein after referred to as "**LESSEE**") do hereby release and forever discharge **Dimitrios Georges/Ozotiowe LLC (DBA Wings Over Big Creek)**; its members, employees, officers, family members, agents, predecessors, successors, assignees, volunteers, attorneys, representatives, and insurers (hereinafter collectively referred to as "**LESSOR**") from any and all liability arising out of, or connected with any activity on **80 acres of property** (herein after referred to as "property") owned by **LESSOR**, and located at:

Phillips County, AR; encompassing a 1/8 section of land in the East half (E1/2) of the Southwest Quarter (SW1/4) of Section Seventeen (17), Township three (3) South, Range Two (2) East, of the Fifth Principal Meridian, and on both sides of Big Creek.

LESSEE agrees to defend, indemnify, and hold **LESSOR** harmless from all claims, liability, or judgments asserted against **LESSOR** or their spouse(s), children, heirs, legal representatives, assignees, and volunteers arising out of or in any way relating to any activity or condition on the property.

LESSEE also agrees to defend, indemnify, and hold **LESSOR** harmless from all claims, liability, or judgements asserted against **LESSOR** by third parties arising out of, or in any way relating to **LESSEE**'s guests present on the property.

The foregoing release of liability by **LESSEE** includes but is not limited to claims based on any use of the property by **LESSEE** with vehicle(s), equipment, watercraft, all-terrain vehicle(s), firearms and/or ammunition, while hunting, sightseeing, hiking, and related recreational activities. This release of liability applies to all personal injuries, economic or noneconomic damages, property damage, death, or any other injury or harm to **LESSEE**.

LESSEE acknowledges and verifies that they are familiar with hunting and firearm safety and possess the skills necessary for participating in activities at the property. **LESSEE** understands that they will be required to comply with all State and Federal wildlife, firearms, and other laws currently in effect while on the property, or off site accessing the property. **LESSEE** further acknowledges that participating in the activities listed above at the property has certain inherent risk; including loss of life, and **LESSEE** agrees to take full responsibility for their action(s).

LESSEE agrees not to consume alcohol or illegal drugs of any type while on the property.

LESSEE agrees to act in a safe, responsible, ethical, and sportsman like manner for the safety of themselves, and others. **LESSEE** is responsible for determining whether they are competent and able to engage in any activity on the property. **LESSEE** will not participate in any activity in which they lack the necessary skill or ability. **LESSEE** understands that juveniles aged 17 and under will always be supervised by an adult member and/or responsible adult aged 18 and older while participating in activities on the property.

LESSEE understands that there are many other properties where they are free to participate in the types of outdoor activities offered on the property that would not require **LESSEE** to sign this release of liability, but **LESSEE** freely chooses to participate in activities at the property.

LESSEE agrees that they have the right to seek an attorney's opinion before signing this release, and if they have not done so, it is because **LESSEE** has chosen not to do so. Nothing has been said to **LESSEE** verbally or implied in any way by **LESSOR** that an attorney's counsel is not necessary. **LESSEE** knows that attorneys should be consulted before contracts are signed, and that this release document is a contract.

LESSEE has been provided with a copy of the "RULES AND ACCESS REQUIREMENTS" required of all persons who enter the property; and **LESSEE** agrees to abide by these rules and access requirements for the safety of themselves, and their guests.

Printed name of **LESSEE** (PRINT NAME HERE) Signature: _____ Date: ___ / ___

Address: _____

Phone number: _____ Date of Birth: _____ EMAIL Address: _____

LESSEE will be responsible for assuring that all guests agree to, sign, and submit a release of liability to **LESSOR** before entering the property.

If a guest is a juvenile aged 17 or younger, an adult parent/legal guardian responsible for the juvenile must also sign the release of liability. Responsible adult may hand-write their name, signature, and birthdate below the juvenile's information line.

WINGS OVER BIG CREEK 80 ACRES PROPERTY LINE AND LAND OWNERSHIP MAP

