

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to stay at Beyond Seclusion and participating in: hunting, fishing, swimming, hiking, boating, target shooting, climbing in and out of hunting blinds, going on to decks, docks, and towers, climbing into and out of and sleeping in the loft, climbing in and out of and sitting in tree stands, and food gathering and eating of anything of such activities, I agree to the following Waiver and Release:

A. I acknowledge that staying at the property and/or participating in the activities involve inherent risks, hazards, and dangers. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE, WITHOUT LIMITATION, THE FOLLOWING: hunting, fishing, swimming, hiking, riding on trails with bikes or ATVs, boating, target shooting, climbing in and out of hunting blinds, going on to decks, docks, and towers, climbing into and out of and sleeping in the loft, climbing in and out of and sitting in tree stands, and food gathering and eating of anything of such activities

B. I understand and accept the risks, hazards, and dangers of the types described above and agree that the owners of the property are not responsible for my safety or for that of my family or other guests while staying at the property or participating in the Activities.

C. I acknowledge and agree that I am entering into this Waiver and Release Agreement in order to induce the owners of the property to allow me to stay at the property and/or to participate in the Activities and that I would not be allowed to do so if this agreement were not in effect and fully enforceable.

D. On behalf of myself, my executors, administrators, heirs, next of kin, and personal representatives, I hereby WAIVE, RELEASE AND DISCHARGE, the owners of the property from any and all liability, including but not limited to, liability arising from the negligence or fault of the persons released, from death, personal injury, or property damage occurring while I am staying at the property and/or participating in the Activities, and I agree to INDEMNIFY, DEFEND, HOLD HARMLESS and COVENANT NOT TO SUE, the owners of the property from and for any and all liabilities or claims made as a result of my staying at the property and/or participating in the Activities.

In witness whereof, I have executed this release this ___ day of _____, 20__.

(signature)

(printed name)