

**WILLOW OAKS PLANTATION, LLC  
CIRCLE BAR D RANCH, LLC**

**WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT**

**Assumption of Risk.** I understand that hunting activities, horseback riding and the operation and use of personal watercraft, boats, motorcycles, all-terrain vehicles, golf carts, and any other recreational equipment that is made available by or used at Willow Oaks Plantation, LLC (“Willow Oaks”) and/or Circle Bar D Ranch, LLC (“Circle Bar D”) can be extremely dangerous and may expose me or my minor children or other minor children in my charge to significant risk of serious bodily injury or death. After being informed of such risks, I wish to be allowed to engage in all activities that may be made available on or about the Willow Oaks and/or the Circle Bar D property, including without limitation the activities described in the preceding sentence (all such activities, the “Activities”). As a condition to my participation in the Activities, I do hereby assume all risk of any and all of the Activities on behalf of myself and my children and anyone else for whom I am responsible.

**Conduct and Medical Treatment.** If Willow Oaks or Circle Bar D representatives offer any suggestions, cautions or restrictions to me related to the Activities, I agree to follow them fully or to cease engaging in the Activities, and I agree that I have no expectation that any such suggestions or cautions will be given. If I or anyone for whom I am responsible get injured or ill, I grant Willow Oaks and Circle Bar D Ranch full authority to authorize medical treatment for me or anyone for whom I am responsible if I am unable to do so and, if necessary, to authorize the evacuation of me or anyone for whom I am responsible, all at my expense.

**Representations.** To induce you to make the Activities available to me and/or anyone for whom I am responsible, I represent that: 1) I have carefully read this Agreement and fully recognize the hazards it describes and the risks they involve; 2) I understand that it is impossible for Willow Oaks and Circle Bar D to assure the safety of me and/or anyone for whom I am responsible; 3) I and those for whom I am responsible are physically capable of performing the Activities we will perform, and our health is good enough to undertake them; and 4) adequate financial resources and/or medical insurance is available to me and those for whom I am responsible to cover any medical treatment or evacuation we may require in connection with this Agreement.

**Waiver, Release and Indemnity.** In consideration of my and/or my minor children or other minor children for whom I am responsible being granted temporary permission to engage in the Activities, I do hereby release all claims against and waive the right to sue Willow Oaks, Circle Bar D, Mr. Charles Arthur Dick, Mrs. Desiree M. Dick, each of their children, and all employees, volunteers, agents, members and managers of Willow Oaks and Circle Bar D (all such parties, collectively, the “Released Parties”), for any loss, damage or injury, including death resulting therefrom, that may arise out of or relate to participation in the Activities, or any of them, by me or any minor child for whom I am responsible. I further agree to indemnify and hold harmless the Released Parties, and each of them, from and against any action, suit, claim or liability, whether for personal injury, death or property damage, and all related costs and expenses, including attorneys’ fees and costs of litigation, arising out of or relating to participation in any of the Activities by me or any minor child for whom I am responsible. I also understand and agree that this release, waiver and indemnity includes property damage, loss, injury or resulting death arising, in whole or in part, from my own negligent acts, the negligent acts of any child for whom I am responsible, or the negligent acts of any of the Released Parties. The provisions of this document shall be binding upon me and my personal representatives and heirs and any minor children for whom I am responsible.

This release and waiver agreement is intended to be as broad and inclusive as permitted under applicable law. If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. No representations or other agreements apart from this written agreement have been made between the undersigned and Willow Oaks, Circle Bar D or any of the other Released Parties with respect to the matters addressed in this document.

***PLEASE READ CAREFULLY BEFORE SIGNING***

Sign Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Parental signature also required on behalf of anyone under 18 years of age

Parental signature: \_\_\_\_\_

Print names of minor children: \_\_\_\_\_