

Release, Waiver of Liability and Indemnity Agreement
Dark Water IPO

I hereby acknowledge that I have voluntarily applied to participate in activities sponsored by the **Dark Water IPO** (hereby referred to as "CLUB"), being held on the property of **Herbert Lowry** and/or property used by permission from other land owners (hereinafter referred to as "*Land Owner(s)*").

I am aware that these activities may involve risk of bodily injury, death, or property damage and I am voluntarily participating with knowledge of the risks. I expressly assume the risk of these dangers, including, but not limited to, slips, falls, and/or injury from equipment. As lawful consideration for being permitted by CLUB to engage in these activities on the property of *Land Owner(s)*, I hereby release, waive, discharge, and relinquish any action or causes of action for personal injury, property damage, or wrongful death, against *Land Owner(s)*, her/his heirs, executors, administrators, and assigns, which may hereafter arise from the activities or any pursuit incidental thereto. I hereby agree that under no circumstances shall I prosecute or present any claim against *Land Owner(s)* for any causes of action, for personal injury, property damage, or wrongful death, whether the same shall arise by negligence or non-intentional conduct of anyone from the activities or any pursuit incidental thereto. This Agreement shall bind the members of my family and my spouse, my heirs, assigns, and personal representatives, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE OF LIABILITY, AND COVENANT NOT TO SUE the above-named *Land Owner(s)*. This agreement does restrict my rights in regard to actions against the CLUB.

I understand and agree that I shall be personally responsible for my own safety during these activities and assume all risks and accept full and complete responsibility for any and all damages and personal injury of any kind, including death.

I HEREBY AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS **DARK WEATER IPO**, HER/HIS HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS FROM ANY LOSS LIABILITY, DAMAGE, OR COSE, INCLUDING ATTORNEYS FEES, WHICH I MAY INCUR AS A RESULT OF INJURY, DEATH, OR PROPERTY DAMAGE, OR FROM ANY SUIT FROM SUCH PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE.

If any part of this agreement is determined to be invalid by a Court of law, it is agreed that the balance of the agreement shall continue in full force and effect.

I HAVE READ AND VOLUNTARILY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AFFIRM THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT.

Printed name: _____

Signature: _____ Date: _____

Witness: _____