

WAIVER AND RELEASE AGREEMENT
(THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS)

In consideration for me being permitted to fish or undertake any other recreational activity upon the land of Darren Sides and/or Gray Winn and/or S & W Land Development, LLC and/or Legacy Grove Home Owners Association (collectively "Owners" hereafter), I agree to the following waiver and release:

I acknowledge that fishing and other recreational activities have inherent risks, that cannot be eliminated. I understand that these risks, hazards and dangers may include, without limitation, injury, paralysis or death from the following activities, objects, encounters, actions, or occurrences:

1. Walking, driving,, or other forms of transportation undertaken on rugged or unimproved terrain;
2. Encounters with wildlife, animals and insects;
3. Inclement weather;
4. Drowning or falling.

I understand these risks, hazards and dangers as described above, as well as all other potential dangers associated with outdoor activities. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe that I possess the required physical condition and skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in these activities is purely voluntary. I am undertaking these activities in spite of the risks associated therewith.

I am using the land of the Owners with full knowledge of the inherent risks, hazards and dangers involved and I hereby assume and accept all risks, hazards and dangers.

Additionally, I, for myself and for my heirs, administrators, executors, agents, and subrogees, hereby knowingly, intelligently, and voluntarily waive, release, indemnify and hold harmless the Owners from and against any and all claims, actions, suits, costs, expenses, causes of action, demands, liabilities, losses, or damages (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my recreational activities undertaken upon the land of the Owners, including, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, whether the injury, loss, or damage occurs to me, my property or property in my possession. I further agree not to bring any guests or other persons with me onto the land of the Owners without the express written consent of the Owners and without said guest(s) or other person(s) executing an agreement in form and substance as this one, and to the extent I violate these rules and requirements, I agree to indemnify the Owners from any and all claims of said guest(s) or other person(s). I further agree to indemnify said Owners from any and all claims by any third parties against the Owners for actions or inactions on my part while upon the land of the Owners, as well as those actions or inactions of my guest(s) or other person(s) upon the land of the Owners at my request who have not been given express written permission by the Owner to be upon the land and who have not executed an agreement in form and substance as this one for the benefit of the Owners.

I have carefully read the above statements. I voluntarily sign this waiver and release agreement with full knowledge and understanding of the above statements and with full knowledge and understanding that I am waiving certain legal rights. I agree that this waiver is valid from this date forward unless a written revocation of said waiver is signed by both myself and the Owners.

DATE

(If minor, see attached
indemnification)

(Signature)

(Print Name Here)

Address: _____

Telephone Number: _____