



10590 Jewelberry Trail Highlands Ranch, CO 80130
cell: 217-720-8927 email: wingsobc@outlook.com

WAIVER OF LIABILITY

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, assigns, attorneys, representatives, volunteers 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 (property or properties) 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.

Other land(s) that may be leased by **LESSOR** may be made available to **LESSEE** and may be *included* in this agreement at the discretion of **LESSOR**.

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** presence or guest's presence on the property(s).

The foregoing release of liability and obligation of **LESSEE** to defend, indemnify, and hold **LESSOR** harmless includes but is not limited to claims based on any routine use of the property, premises liability, the use of any vehicle(s), equipment, watercraft, all-terrain vehicles, firearms/ammunitions and/or archery equipment. This release of liability also includes all activities including, but not limited to; hunting, shooting, bowhunting, sightseeing, hiking, dog training, preparation for hunting season(s) while on site or driving to site, consumption of food or beverages while on site, or injuries caused by wildlife or dogs to **LESSEE** and/or their guests and/or family members. This agreement applies to all personal injuries, economic or noneconomic damages, property damage/loss, death, or any other injury or harm to **LESSEE** and/or their family or guest(s).

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

INITIALS _____

LESSEE agrees NOT to consume alcoholic beverages or ingest controlled substances of any type while on the property listed above.

LESSEE agrees to act in a safe, responsible, ethical, and sportsman like manner for the respect and protection of themselves, and others. **LESSEE** is responsible for determining whether they are competent and able to engage in any activity on the property or leased land made available to them. **LESSEE** agrees 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 agrees with and understands that there are many other properties where they are free to participate in the types of outdoor activities offered as listed herein where they would not be required to sign this release of liability, but **LESSEE** freely chooses to participate in activities at the properties where **LESSOR** requires this release.

LESSEE also agrees that they have the right to seek an attorney's council before signing this agreement, 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 that an attorney's council is not necessary. **LESSEE** knows that attorneys should be consulted before contracts are signed, and that this document is a contract.

LESSEE has been provided with a copy of the Wings Over Big Creek's "RULES AND ACCESS REQUIREMENTS" required of all LESSEE's and their family and/or guests, and **LESSEE** agrees to abide by these rules and access requirements for the safety of themselves, and person's under their direction while on site.

LESSEE acknowledges that they have no ownership rights to any photograph or video taken [while on the property(s)] of themselves, their family, or guests by **LESSOR** and hereby expressly authorize **LESSOR** to use any photograph or video taken of **LESSEE**, family, or guests by **LESSOR** or their agents; in any advertisements, brochures, websites, or any other promotional material unless **LESSEE** objects to use of such media in writing.

LESSEE:

Printed name: _____ Signature: _____ Birthdate: ____ / ____ / ____

Address: _____ City/State: _____ ZIP: _____

Driver's License #: _____ State: _____ Phone #: _____

Printed Name of Adult if LESSEE is aged 17 or younger: _____

Signature of Adult: _____ Birthdate: ____ / ____ / ____