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# **GUEST WAIVER OF LIABILITY**

# GUEST INFORMATION; Name City/St: Height: , Weight: Hair Color: , Eye Color: Emergency Contact Name and Telephone number:

#### WAIVER OF LIABILITY:

I, \_\_\_\_\_\_, do hereby release and forever discharge Dimitrios Georges and Ozotiowe LLC dba Wings Over Big Creek, its members, employees, officers, family members, agents, predecessors, successors, assigns, attorneys, representatives, and insurers (hereinafter collectively referred to as "Owners/Management") from any and all liability arising out of, or connected with any activity on the premises or properties owned or leased and made available to me for activities by Owners on the property known as:

## 80 acres in Phillips County, AR encompassing the East half (E1/2) of the Southwest Quarter (SW1/4) Section Seventeen (17), Township three (3) South, Range Two (2) East, of the Fifth Principal Meridian.

I agree to defend, indemnify, and hold Owners/Management harmless from all claims, liability, or judgments asserted against Owners/Management by myself or my spouse, children, heirs, legal representatives, or assigns, arising out of or in any way relating to any activity or condition at the property described above, and any access roads leading into and/or out of the properties.

I understand that any lands leased by Owners/management and made available to guests will be included in this waiver as well.

I also agree to defend, indemnify, and hold Owners/management harmless from all claims, liability, or judgements asserted against Owners/management by third parties arising out of or in any way relating to my presence at the property(s) and and/or associated access roads.

The foregoing pre-injury release and obligation to defend, indemnify, and hold Owners/management harmless includes but is not limited to claims based on premises liability, the use of any vehicle, equipment, all-terrain vehicle, boats, trailers, firearm/ammunition, archery equipment, and associated equipment for the purposes of hunting, shooting, bowhunting for fish, sightseeing, hiking, dog training, labor, any volunteer work I choose to participate in, consumption of food or beverages, or injuries INI

caused by wildlife and/or dogs. This agreement applies to all personal injuries, economic or noneconomic damages, property damage, death, loss or limb, loss of eyesight and/or hearing, or any other injury or harm to me or third parties.

I acknowledge and verify that I am 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 me by Owners/management. I understand that I will be required to comply with all State and Federal wildlife, firearms, and other laws currently in effect. I further acknowledge that participating in the activities on the property or leased lands has certain inherent risk, <u>and I will take full responsibility for my own actions</u>.

I agree to act in a safe, responsible, ethical, and sportsman like manner for the respect and protection of myself and others. I am responsible for determining whether I am competent and able to engage in any activity at the property or leased land made available to me, and I will not participate in any activity in which I lack the necessary skill or ability.

I understand that there are many other properties where I am free to participate in the types of outdoor activities offered as listed herein where I would not be required to sign this release of liability, but I have freely chosen to participate in activities at the properties where this release is required.

I also agree that I have the right to seek an attorney's opinion before signing this agreement, and if I have not done so, it is because I have chosen not to do so. Nothing has been said to me verbally or implied in any way, that an attorney's counsel is not necessary. I know attorneys should be consulted before contracts are signed, and that <u>this document is a contract.</u>

I am aware that my host has a copy of, and understands, the "Rules and Access Requirements" required of all members <u>and</u> <u>their guests</u>, and I agree to abide by these rules and member requirements for the safety of myself and my host member(s). I also understand that the Owner/management has posted a copy of the "Rules and Access Requirements" for my review.

### I acknowledge that owners/management may ask me to leave the premises at any time and for any reason. <u>I understand that</u> I may not return to the site and trespass on my own without being accompanied by my host member or Owners/management.

I acknowledge that I have no ownership rights to any photograph taken of me or my family by Owners/ management and I hereby expressly authorize Owners/ management to use any photograph taken of me or my family by Owners/ management in any advertisements, brochures, websites, or any other promotional material <u>unless I object in writing to the use of such media</u>. Signed this day of , 20.

Printed name:\_

DOB: / / Signature:

If signed by a Juvenile (above), signature of adult responsible for Juvenile is also required:

Printed name of adult\_\_\_\_\_DOB:\_\_/ / \_\_Signature: \_\_\_\_\_