

**Release, Waiver of Liability, and Assumption of Risk**

**READ CAREFULLY – YOU WILL BE RIDING AT YOUR OWN RISK**

I, the undersigned (hereinafter “I” or “me”), hereby acknowledge that I desire to voluntarily participate in the activities and services provided by Beneficial Consolidated Management, Inc. (dba Hidden Falls Adventure Park and Copperhead Creek Shooting Club), Ba 9.9, L.P. (land owner), Worth Doing Right, LLC. (Licensee), its owners, agents, staff, operators, volunteers, directors, and heirs (hereinafter collectively referred to as “Principal Group”), including but not limited to, the use of the trails/premises where shooting sports, camping, use of off highway/road vehicles or other vehicles, or any other activity (hereinafter known as “Activities”) on the private property operated by Principal Group (hereinafter the “Property”).

**Release:**

**IN CONSIDERATION OF THE ABOVE AND BEING ALLOWED ACCESS TO THE PROPERTY OF THE PRINCIPAL GROUP, I HEREBY ASSUME ALL RISK AND FULLY RELEASE, ACQUIT, REMISE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE PRINCIPAL GROUP, INCLUDING ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, OR OTHER RELATED ENTITIES, SUCCESSORS, OWNERS, MEMBERS, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, EMPLOYEES, SERVANTS, ASSIGNS, INVESTORS, LEGAL REPRESENTATIVES AND ALL INDIVIDUALS OR ENTITIES INVOLVED IN THE OPERATION OF PRINCIPAL GROUP, OF AND FROM ANY AND ALL PAST, PRESENT AND FUTURE CLAIMS ARISING FROM THEIR ACTS AND/OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, RIGHTS, DAMAGES, COSTS, NEGLIGENCE CLAIMS, GROSS NEGLIGENCE CLAIMS, AND ANY OTHER FORM OF COMPENSATORY CLAIMS OF ANY NATURE WHATSOEVER, WHETHER BASED IN TORT, CONTRACT OR OTHER THEORY OF RECOVERY, WHETHER SAME BE KNOWN AND REALIZED OR UNKNOWN AND NOT REALIZED, THAT I, MY ASSIGNEES, HEIRS, OR LEGAL REPRESENTATIVES NOW HAVE, HAVE HAD, OR EVER WILL HAVE; FOR INJURY, DEATH, OR DAMAGE RESULTING FROM MY PARTICIPATION AND THE RISKS INVOLVED IN SAME IN ACTIVITIES AND SERVICES PROVIDED ON THE PROPERTY OF THE PRINCIPAL GROUP. THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE AS BROAD IN EFFECT AS ALLOWED BY LAW.**

**I RECOGNIZE THAT THIS RELEASE FULLY APPLIES TO ALL INJURIES AND DAMAGE CAUSED BY THE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF PRINCIPAL GROUP.**

**Assumption of the Risk:**

**I UNDERSTAND AND ACKNOWLEDGE THAT THE ACTIVITIES ON THE PROPERTY OPERATED BY PRINCIPAL GROUP ARE DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I AM ASSUMING, ON BEHALF OF MYSELF, ALL RISK OF PERSONAL INJURY, DEATH, OR DISABILITY TO MYSELF THAT MAY RESULT FROM PARTICIPATION, OR ANY DAMAGE, LOSS OR THEFT OF ANY PERSONAL PROPERTY WHICH I MAY INCUR. I AM AWARE, UNDERSTAND AND ACKNOWLEDGE THAT PARTICIPATION IN THE ACTIVITIES ON THE PRIVATE PROPERTY OWNED BY PRINCIPAL GROUP ARE HAZARDOUS ACTIVITIES AND INVOLVE INHERENT RISKS OF DANGER OR INJURY, INCLUDING BUT NOT LIMITED TO, VEHICLE COLLISIONS, DAMAGE TO PERSON OR PROPERTY CAUSED BY TRAIL AND PROPERTY CONDITION, DEATH OR INJURY CAUSED BY THE USE OF FIREARMS USED ON THE PREMISES, SPRAINS, STRAINS, FRACTURES, CONCUSSIONS, CONTUSIONS, LACERATIONS, ABNORMAL BLOOD PRESSURE, HEART DISORDERS, FAINTING, SHORTNESS OF BREATH, CHEST PAIN, STROKES, HEART ATTACK, OR EVEN DEATH THAT CAN OCCUR (HEREINAFTER COLLECTIVELY REFERRED TO AS “RISKS”). I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND SERVICES ON THE PROPERTY OPERATED BY PRINCIPAL GROUP WITH THE KNOWLEDGE OF THE DANGER INVOLVED WITH THE RISKS AND THE KNOWLEDGE THAT STAFF ASSISTANCE AND/OR MEDICAL FACILITIES MAY NOT BE AVAILABLE IN THE EVENT OF ILLNESS OR INJURY. I ALSO EXPRESSLY ACKNOWLEDGE THAT HUMAN INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY RESCUE OR FIRST AID FROM PRINCIPAL GROUP, EMS OR FIRE DEPARTMENT.**

**Savings Clause:**

I agree that if any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. For example, should a Court invalidate the release for Principal Group’s gross negligence, the remainder of the release (as well as the remainder of this Agreement), including the release as to Principal Group’s negligence, should still be enforced. As stated above, it is the intent of the Parties that the Release provided herein be as broad in effect as allowed by law.

**Rules for Entering:**

I acknowledge the rules and regulations for entering the Property of Principal Group and will abide by such rules and regulations and pay any fines assessed. Failure to follow rules and regulations will result in removal from the Property of Principal Group without any

type of refund and possibly being banned from the Property. Principal Group does not provide refunds for any reason. I will report any unsafe activities and/or conditions to staff immediately upon observation and/or discovery.

I authorize Principal Group to utilize photos of me, my family and children for promotional use on the website of Principal Group and/or marketing material.

By signing this document, I certify that I have had safety and operator training and/or experience with the equipment that I will be using on the Property of Principal Group.

All accidents or injuries must be reported to Principal Group by calling 830-798-9820. This number is printed on all trail maps.

**Perpetual:**

I agree that this Release, Waiver, and Assumption of the Risk Agreement is perpetual and applies each time I enter the Property of Principal Group.

**Signature:**

**I HAVE CAREFULLY READ THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT AND A LEGAL CONTRACT BETWEEN ME AND PRINCIPAL GROUP AND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. A COPY OF THIS DOCUMENT IS AUTHENTIC AND EFFECTIVE AS THE ORIGINAL.**

**I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH INHERENT IN ACTIVITIES AND SERVICES ON THE PROPERTY OPERATED BY PRINCIPAL GROUP AND VERIFY THIS STATEMENT BY PLACING MY SIGNATURE BELOW.**

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

Print First/Last Name: \_\_\_\_\_

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

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

License Plate: \_\_\_\_\_

Phone: \_\_\_\_\_