

RELEASE AND INDEMNITY AGREEMENT

In consideration for allowing me access to Tidewater and Big Bend Foundation ("Owner" or the "Foundation") property (the "Property") I represent and agree to the following:

I understand the Property is located in New Kent County, VA, a remote area, with limited medical facilities, and that the Foundation permits a number of outdoor recreational activities, including, but not limited to, hiking, horseback riding, swimming, boating, target shooting, hunting, and camping (collectively the "Activities") on the Property. I further understand that occupying the Property and/or participating in these Activities involve inherent risks. I could incur damage to my property, or I, or minors in my care, could suffer serious bodily injury or even death by participating in any of these Activities. I understand that injuries and damages can arise from traveling in rugged terrain, and from being exposed to the hazards of unpredictable forces of nature and acts of wildlife. I am aware of the inherently dangerous nature of firearms and ammunition, and of the risks related to accidents or illness taking place in such a remote location. I further understand that not all hazards, whether man-made or natural, are open and obvious, and I represent that I will exercise caution and sound judgment while on the Property and participating in all Activities, and I will fully supervise all minors accompanying me.

I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, BODILY INJURIES, DEATH, PROPERTY DAMAGE, AND OTHER DAMAGES I INCUR as a result of my, or a minor in my charge, occupying the Property and/or participating in any Activity. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Foundation, its respective administrators, directors, agents, officers, members, employees, contractors, or volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessor of premises on which any Activity takes place (each considered one of the "Released Parties" herein) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, OR DAMAGES INCURRED DURING MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RELEASED PARTIES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE, FIRST AID, OR EMERGENCY ASSISTANCE OPERATIONS. I FURTHER AGREE THAT if despite this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT, I or anyone on my behalf makes a claim against any of the Released Parties, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from all litigation expenses, attorneys' fees, losses, claims, liabilities, damages, judgments or costs which I may incur as the result of such claim. I FURTHER INDEMNIFY, SAVE AND HOLD HARMLESS, the Released Parties from all litigation expenses, attorneys' fees, losses, claims, liabilities, damages, judgments or costs that may be made against the Released Parties by any third party arising from or in any way related to my presence on the Property or participation in any Activity.

I HAVE READ THE AGREEMENT, FULLY UNDERSTAND ITS TERMS, HAVE HAD ANY QUESTIONS ANSWERED FULLY AND TO MY SATISFACTION, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. IF THE PARTICIPANT IS UNDER THE AGE OF EIGHTEEN, THEN I SIGN ON BEHALF OF MYSELF AND AS PARENT/GUARDIAN OF THE CHILD. I HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT, DURESS, OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL.

PRINTED NAME _____ SIGNATURE _____

Sign and Print below if the guest is under the age of 18.

PRINTED NAME _____ PARENT/GAURDIAN _____
SIGNATURE _____

DATE: _____