RELEASE AND WAIVER OF LIABILITY; AND INDEMNITY AGREEMENT

WHEREAS, the Undersigned desires to use the premises hereinafter described for the purpose of recreation, hunting, fishing, general enjoyment or other activities; and WHEREAS, the Undersigned recognizes and is aware that all uses of or activities at the premises have the potential to cause injury or death to any person or property damage to any person; NOW, THEREFORE, in consideration of being permitted by the Releasees hereinafter named or defined to use and enjoy the premises hereinafter described, the Undersigned agrees: 1. For purposes of this document, the "premises" are hereby defined as follows: All that land and real property, all buildings and structures thereon, and all personal or mixed property (such as, but not limited to, fixtures, equipment, or any other personal property used on or about or in conjunction with the premises) owned by, controlled by, leased by or leased to, licensed by or licensed to, or in the control, management, or possession of the Releasees, now or in the future, located in the County of Lunenburg, State of Virginia, which are used or managed by the Releasees, their guests or invitees, their employees, agents or those in privity with the Releasees, as a place of recreation, wildlife management, or harvesting of fish, animals, crops or forest products, including recreational and other activities such as but not limited to hunting, fishing, camping, hiking, riding ATV’s, farm equipment, horses and/or vehicles, scouting, exploring, climbing, staying in a lodge or cabin or house or house trailer or mobile home or tent, shooting firearms, game management activities and techniques, forestry, planting of crops or food plots, the construction, placement and use of hunting stands, skinning and cleaning game, coming into contact with ferocious animals or poisonous snakes or poisonous plants, knife sharpening, use of ropes and pulleys, use of power equipment or tools, and other activities and conditions incident thereto, which may involve both the opportunity for enjoyable recreation and the risk of bodily harm or death, regardless of whether such uses are purely recreational in nature or purely for profit or both or some of each. The "premises" also include property and conditions adjacent to such real property, inasmuch as, in some wooded and undeveloped areas, it is recognized that boundaries may not be clearly defined and inasmuch as, depending upon custom and permission from adjoining land owners, it may sometimes be customary or permissible to track or pursue game or wounded game beyond the strict boundaries of the property owned, controlled, or possessed by the Releasees. The "premises" also include any property used by any hunting, fishing, or outdoor club (regardless of whether the club is formal or informal, and regardless of whether there are any membership requirements) in conjunction with the premises, regardless of whether the property is real, personal or mixed. 2. For purposes of this release, the "Releasees" are defined as follows: Meherrin River Shooting Preserve, L.L.C., Pennington Farms, Nathaniel B. Pennington, and Christine Pennington(Regardless of the form of entity used by any person in control or possession of the premises, all corporations, partnerships, persons or entities using registered or non-registered fictitious names, and other entities or unincorporated associations or persons actually or constructively owning, managing, possessing, or controlling the premises shall be deemed a "Releasee"); and any of their employees, agents, lessors, lessees, licensors and licensees; and, in addition, any owner, employee, agent, lessor, lessee, licensor, or licensee who exercises any duties, ownership, possession, control, management or authority in connection with the premises. 3. In consideration of being allowed to use the premises, at such time or times as the Undersigned may be invited or permitted to do so (now or in the future), the sufficiency of which consideration is hereby acknowledged by the Undersigned: (a) The Undersigned hereby releases, waives, acquits, and discharges the Releasees from, and covenants not to sue the Releasees for, all liability to the Undersigned, his personal representatives, assigns, heirs and next of kin for all loss or damage, and any claims, causes of action, or demands therefor, on account of injury to the person or property or resulting in the death of the Undersigned, or any minor child of the Undersigned, whether caused by the negligence of the Releasees or otherwise while the Undersigned or any minor child of the Undersigned is in or upon or using the premises for any purpose, now or in the future. (b) Also, the Undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence, acts, or omissions of the Undersigned or any minor child of the Undersigned in or upon or involving the premises and whether caused by the negligence of the Releasees or any of them or otherwise, now or in the future. (c) Also, the Undersigned, individually, and as parent, guardian and next friend of any minor child of the Undersigned, hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while in or upon or using the premises for any purpose, now or in the future. 4. This document may not be amended, revoked, altered, supplemented nor abandoned unless such amendment, revocation, alteration, supplementation, or abandonment is set forth and confirmed in a written document signed by Nathaniel B. Pennington. This document shall inure to the benefit of the successors, heirs, and assigns of the Releasees. The singular shall include the plural and vice versa, wherever the context herein so admits or requires. 5. The Undersigned expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Virginia and that if any portion or portions thereof shall be held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. 6. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE & Confirm I possess all legally required hunting permits, licenses and fully agree to abide by all Virginia Hunting laws and guidelines.

Witnes Releasor

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Witness Individually, and as parent, guardian and next

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ friend of any minor child of Releasor.

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_