

**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**  
**(This is a waiver and release of your legal rights, and an agreement not to sue.**  
**Serious injury or death may result from participating in recreational activities.)**

THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT (“**Agreement**”) is made by the undersigned on behalf of Releasing Parties (as defined herein) in favor of the Released Parties (as defined herein) as consideration for the opportunity of Participant (as defined herein) to use and enjoy, for recreational purposes, the Property (as defined herein). Releasing Parties and Released Parties are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

1. **Definitions.** In addition to any other defined terms used elsewhere in this Agreement, for purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1.

“**Affiliate**” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person.

“**Claims**” means any and all claims, including without limitation personal injury and other claims (including those which are legal, equitable, administrative, and regulatory in nature), judgments, debts, liabilities, attorneys’ fees, grievances, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, loss of consortium and guidance, medical or other liens, expenses, and compensation of any nature whatsoever.

“**Company**” means Roarin’s Hills & Hollars Adventures, LLC, an Arkansas limited liability company.

“**Indemnified Costs**” means and collectively refers to all costs, expenses, liabilities, and damages Released Parties may incur related to a Participant’s Activities, the enforcement of this Agreement or defending themselves from a Claim, including without limitation all expenses, attorneys’ fees, investment advisor fees, accountant fees, expert witness fees, court filing fees, process server fees, telephone charges, photocopy costs, printing costs, cost incurred for preparing or purchasing litigation exhibits, postal or other parcel delivery charges, courier charges, travel expenses relating to litigation, other litigation expense or cost, damages awarded as a consequence of litigation, and any amount reached in a settlement of or to avoid litigation.

“**Laws**” means any applicable federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“**Participants**” means and collectively refers to the undersigned and any minor who is visiting the Property for whom the undersigned is parent or legal guardian.

“**Person**” means any individual, partnership, limited partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity, or any governmental authority.

“**Property**” means the real property owned by the Released Parties commonly known as 4357 Parsons Road, Springdale, AR 72764 (which encompasses the land described as Washington County, Arkansas parcel numbers 001-14437-001, 001-14437-002, 001-14465-000, 001-14465-003, 001-14465-005, 001-14465-006, 001-14465-007, 001-18643-003, 001-18644-000, 001-18645-000, 001-18646-000 and 001-18648-000).

“**Released Parties**” means Company, Greg L. Anderson, individually and as Trustee of the Greg Anderson Revocable Trust u/a/d September 20, 2022, and their respective current and former Affiliates, officers, directors, employees, managers, partners, principals, advisors, agents, servants, owners, shareholders, members, equity holders, trustees, and other representatives (including attorneys, accountants, consultants, bankers and financial advisors), predecessors, heirs, successors, assigns and any other Persons liable or who might be claimed liable or who are or might be in privity with the foregoing.

“**Releasing Parties**” means the undersigned, the Participants and their respective current and former Affiliates, officers, directors, employees, managers, partners, principals, advisors, agents, servants, owners, shareholders, members, equity holders, trustees, and other representatives (including attorneys, accountants, consultants, bankers and financial advisors), predecessors, heirs, successors, assigns and any other Persons liable or who might be claimed liable or who are or might be in privity with the foregoing.

“**Rules**” means the rules put in place by Company from time to time with respect to the Property and/or the Activities.

2. **Activities.** The Participants are authorized to engage in the following recreational activities on the Property: (i) driving and/or riding alternative terrain vehicles (“**ATVs**”), (2) walking and hiking; and (3) sports, games, competitions, and related activities for exercise and recreation (hereinafter collectively referred to as “**Activities**”). The undersigned recognizes that only the Activities are authorized at the Property. Any and all other conduct either unlisted or listed but not within the purpose for which the Activities are provided is outside the permission granted to the Participant.

3. Acknowledgment. The undersigned acknowledges that the Activities are inherently dangerous. As such, the undersigned understands that loss or damage to personal property, injuries, and even fatalities are possible. The undersigned also recognizes that there may be other risks not known or reasonably foreseeable at this time.

4. Assumption of Risk. The undersigned fully understands that the Activities not only involve risk of serious injury or death, economic damage or other loss as a result from Participants' own actions, inactions or negligence, but also from the actions, inactions or negligence of others and/or the condition of the Property. The undersigned voluntarily agrees to assume this risk.

5. Release and Waiver of Liability. The undersigned, on behalf of Releasing Parties, forever releases and knowingly waives all Claims against Released Parties, whether based on a tort, contract, warranty or other theory of recovery, whether legal or equitable, known or unknown, which the Releasing Parties may now have or hereafter accrue, or which may be otherwise acquired on account of, arising out of, or relating in any way to the Activities or the enjoyment and/or use of the Property.

6. Indemnification. To the fullest extent permitted under the law, the undersigned, on behalf of Releasing Parties, agrees to indemnify, defend, and hold the Released Parties harmless from the Indemnified Costs. Should Releasing Parties fail to defend and/or indemnify and save harmless the Released Parties to their satisfaction, then in such instance the Released Parties shall have full rights to defend, pay or settle said claim in their own behalf without notice to me and with full rights to recourse against Releasing Parties for all Indemnified Costs payments incurred to discharge said Claim. This indemnification is unlimited as to amount or duration, and it is binding upon and inure to the benefit of the Parties, their successors, assigns, and personal representatives.

7. Notice. In the event that any Claim is asserted against the Released Parties by any third party, the Releasing Parties will provide the Released Parties with notice of the same within a reasonable amount of time, and shall, thereafter, at their own expense, defend, protect and save harmless the Released Parties against said Claim or any Indemnified Cost arising there-under.

8. Covenant Not To Sue. The undersigned pledges that Releasing Parties will refrain from instituting or asserting any Claim of whatever kind or nature, either directly or indirectly, against the Released Parties for fatality, injury or damage, to person or property, resulting from the Participant's participation in the Activities or presence at the Property.

9. Adherence to Rules and Laws. The undersigned agrees that the Participants will adhere to all Laws and Rules. All Participants will engage in the Activities in a reasonable and safe manner so as not to endanger the lives or property of any Person.

10. Damage to Property. If a Participant causes any damage to the property of a Released Party, the undersigned agrees to reimburse the owner for the replacement cost of such property.

11. Communication With Participant. If a Participant is a minor, as the parent or legal guardian, the undersigned agrees to discuss with the Participant the inherent dangers of the Activities made available at the Property and the importance of engaging in these Activities safely. The undersigned will also instruct the Participants to exercise extreme caution when operating ATVs or other equipment that may endanger persons or property of any individual. Further, the undersigned will direct the Participants to immediately inform the others at the Property, or any of its owners or agents, if the Participant ever feels unsafe or in danger in any way.

12. Survival. This Agreement and the representations, warranties, covenants, agreements, indemnity, obligations and liabilities hereunder will survive indefinitely. This Agreement will be deemed renewed by the Parties anytime a Participant returns to the Property in the future without further obligation of the Parties.

13. Miscellaneous. The rights and obligations of the Parties shall not be assignable. No assignment shall release any Party of its obligations hereunder. The non-prevailing Party in any action or proceeding to enforce this Agreement will pay for all costs, expenses, and reasonable attorney's fees incurred by the prevailing Party. As used herein the term "prevailing Party" means obtaining greater relief when compared against the other Party, whether by compromise, settlement, or judgment. No provision of this Agreement may be modified, amended or waived except by written agreement signed by the Party to be bound thereby. Each provision of this Agreement is severable from all other provisions. If any provision is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. Each person executing this Agreement represents that he or she is the authorized representative of the proper Party to this Agreement and that he or she is authorized to execute this Agreement on behalf of the Party so indicated. This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, assigns, personal representatives, and successors of the Parties hereto. Time is of the essence. No waiver of a breach of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. The rights and remedies expressed in this Agreement are cumulative and not exclusive of any rights and remedies otherwise available. This Agreement shall be subject to and governed by Arkansas law without regard to conflicts of laws principles that would require the application of any other law. The forum for any litigation shall be in Washington County, Arkansas. This Agreement contains the entire agreement of the Parties as to the subject matter hereof, and no other oral or written agreements, other than those incorporated herein by the terms hereof, shall be binding on the Parties.

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS ABOVE, INCLUDING, BUT NOT LIMITED TO, THE **ASSUMPTION OF RISK**, THE **RELEASE AND WAIVER OF LIABILITY**, THE **INDEMNIFICATION**, AND **COVENANT NOT TO SUE**. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE AND, IF A PARTICIPANT IS A MINOR, THAT I AM SUCH PARTICIPANT’S PARENT AND/OR LEGAL GUARDIAN AND I AM SIGNING THIS AGREEMENT ON BEHALF OF SUCH PARTICIPANT. I CERTIFY THAT I AM OF SOUND JUDGMENT AND LEGALLY COMPETENT TO AGREE TO THESE TERMS.

Dated as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Print names of all Participants:

_____	_____
_____	_____
_____	_____
_____	_____