

RELEASE AND WAIVER OF LIABILITY FOR MAGNOLIA BRANCH WILDLIFE RESERVE

In consideration of being permitted to enter the facilities and grounds of the Magnolia Branch Wildlife Reserve for any purpose, including but not limited to **observation, use of the campgrounds and picnic pavilions, horseback riding, volleyball, horseshoes, kayaking, canoeing, swimming, water blob, zip lines, use of landing and tubing facilities or equipment**, or in any manner, the undersigned Guest, for himself or herself and any personal representatives and heirs, hereby acknowledges, agrees and represents that he or she has or immediately upon entering any facility will inspect the premises and equipment of any facility. It is further warranted that such entry into the grounds or facility for observation or use of any facility and its equipment shall constitute an acknowledgment that any facility and the equipment therein have been inspected and that the undersigned Guest finds and accepts same as being safe and reasonably suited for the purpose of such observation or use.

The undersigned Guest further recognizes and acknowledges that there are certain risks of physical injury and inherent potential dangers of the activities conducted within or upon the Magnolia Branch Wildlife Reserve. The undersigned Guest further accepts sole responsibility for his or her actions with regard to inclement weather or any other potentially dangerous situation which may arise and expressly assume the risk of any and all damage and injury of any kind or type which may result from any source whatsoever during his or her time on the premises of the Magnolia Branch Wildlife Reserve.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE GROUNDS AND FACILITIES OF THE MAGNOLIA BRANCH WILDLIFE RESERVE FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF THE GROUNDS, FACILITY OR ITS EQUIPMENT IN ANY WAY, THE UNDERSIGNED GUEST HEREBY AGREES TO THE FOLLOWING:

1. The undersigned Guest hereby releases, waives, discharges and covenants not to institute any claim and/or prosecute any lawsuit against the Poarch Band of Creek Indians, a federally recognized Indian Tribe, Creek Indian Enterprises, the economic development arm and political subdivision of the Poarch Band of Creek Indians, Magnolia Branch Wildlife Reserve, a subsidiary business entity of Creek Indian Enterprises (hereinafter, collectively known as the "Tribe") its agents, officials, employees, departments, enterprises, or entities, from any and all claims, costs, liabilities, expenses and judgments whatsoever, including attorneys' fees and court costs, arising out of, relating to, or in connection with any loss or damage, lost or stolen property, and any claim or demands therefore on account of injury to the person and/or property or resulting in the death of the undersigned Guest, whether caused by the negligence of the Magnolia Branch Wildlife Reserve or otherwise, arising out of, relating to, or in connection with the presence of the undersigned Guest while the undersigned Guest is in, upon, about or using any of the grounds, facilities or equipment of the Magnolia Branch Wildlife Reserve.

2. The undersigned Guest hereby agrees to indemnify and hold harmless and defend the Tribe, its respective agents, officials, employees, departments, enterprises, or entities from any loss, liability, damage or cost the Magnolia Branch Wildlife Reserve may incur arising out of, relating to, or in connection with the presence of the undersigned Guest while the undersigned Guest is in, upon, about or using any of the grounds, facilities or equipment of the Magnolia Branch Wildlife Reserve whether caused by the negligence of the Magnolia Branch Wildlife Reserve or otherwise.

3. The undersigned Guest hereby assumes full responsibility for and risk of any and all bodily injury, death or property damage arising out of, relating to, or in connection with the presence of the undersigned Guest while the undersigned Guest is in, about, or upon the premises of Magnolia Branch Wildlife Reserve for the purpose of using any of grounds, facilities or equipment thereon.

4. The undersigned Guest hereby certifies by signing below that he or she can swim.

5. The undersigned Guest hereby certifies by signing below that he or she meet the height and weight requirements related to the Blob and Zip Line activities.

The undersigned Guest further expressly agrees that nothing in this RELEASE AND WAIVER is to be construed as a waiver by the Tribe of sovereign immunity from suit, or as consent by the Tribe to the bringing of any action against the Tribe, its agents, officials, employees, departments, enterprises, or entities in any court of competent jurisdiction.

The undersigned Guest further expressly agrees that the foregoing RELEASE AND WAIVER shall be subject to and governed by the laws of the Poarch Band of Creek Indians and that the Tribal Court of the Poarch Band of Creek Indians shall have original and exclusive jurisdiction over all actions pertaining to or arising out of this Release Agreement. Nothing contained in this Release Agreement or any related documents shall be construed or deemed to provide recourse against any tribal governmental assets.

THE UNDERSIGNED GUEST HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY, and further agrees that no representations, statements or inducements apart from the foregoing written statement have been made.

IN WITNESS WHEREOF, on this the _____ day of _____, 20__, I
_____, the undersigned Guest have executed this liability release and waiver.
(Print Name)

(Signature of Guest) / / /
(Guest's Date of Birth)

Witness, _____
(Print Name)

FOR GUESTS OF MINORITY AGE

I, the undersigned, as parent or guardian of the above Guest, hereby knowingly and voluntarily execute this liability release and waiver with the intent of affirming and making effective all representations made herein by the Guest. I have fully informed myself of the contents of this liability release and waiver, fully understand the terms contained therein, am aware of the legal consequences of signing the release and waiver, and consent to the same and on behalf of myself as well as in my authority as the parent or guardian of the above-named Guest.

Signature of Parent or Guardian _____

Name (Please print) _____

Date _____