



**S E Ventures, Inc. RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

ACTIVITY:                     Dirty Lion Mud Run                     Activity Date(s):                     June 29, 2019                    

S E Ventures, Inc. (hereinafter "SEV") owns certain real property known as Eagle Bay on the Potomac which consists of approximately 456 acres of roads, lots and undeveloped land (hereinafter "the Property"). The Property contains many known and unknown dangers typical of property that is currently under development, including without limitation, construction equipment and activities. The Releasor (as defined below), desires to enter the Property for the Activity stated above and agrees to do so only upon execution of this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement"). In consideration of being permitted to enter the Property for the Activity, the undersigned and any minor listed below (collectively the "Releasor"), for themselves and on behalf of their personal representatives, executors, administrators, successors, assigns, heirs and next of kin, agrees as follows:

- The Releasor shall immediately inspect the Property upon entering it and warrants that their entry constitutes acknowledgement that they have inspected the property and find it to be safe and suited for the purpose of the Activity. The Releasor agrees that if at any time they believe something on the Property is unsafe for the Activity that they will immediately cease the Activity and leave the Property.
- The Releasor assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of the Releasees (as identified below) or otherwise, while on the Property for any purpose and/or while participating in the Activity. The Releasor recognizes and understands that there are risks and dangers associated with the Activity that could cause severe bodily injury, disability and death. Further the risks and dangers may be caused by the negligence or the negligent failure to act of the Releasees or others. All the risks and dangers associated with being on the Property are assumed notwithstanding.
- The Releasor covenants not to sue and hereby releases, waives, and discharges SEV and each of its officers, directors, employees, contractors and shareholders, S.E. Veazey, Joy Veazey, any emergency responder, any lot owner within the Property, and the Eagle Bay Home Owners Association (the "Releasees") from all liability, under any legal theory, for any and all claims, demands, losses or damages to the Releasor on account of any injury, including without limitation, the death or disability of Releasor or damage to property, all of which is caused or alleged to be caused by the negligence of the Releasees or otherwise. Such covenant, waiver and release shall be binding upon any insurance provider of Releasor and Releasor hereby waives its carriers' rights of subrogation under any policy.
- The Releasor hereby agrees to defend, indemnify and hold the Releasees harmless from any loss, liability, damage or cost they may incur due, in any manner or degree, from their presence on the Property, and whether caused by the negligence of the Releasees or otherwise.
- This Agreement is entered into and shall be governed by the laws of the Commonwealth of Virginia. This Agreement extends to all acts of negligence by the Releasees, including any negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Virginia. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full force and effect.

***THE RELEASOR HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. IF A MINOR IS PROVIDED ACCESS TO THE PROPERTY UNDER THIS AGREEMENT, THE UNDERSIGNED CERTIFIES AND WARRANTS THAT THEY ARE THE PARENT OR LEGAL GUARDIAN OF THE MINOR WITH AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF SUCH MINOR.***

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

***IF MINOR IS BEING GRANTED ACCESS COMPLETE BELOW ON BEHALF OF THE MINOR***

Parent/Guardian (circle one)

Print Name: \_\_\_\_\_ Signature \_\_\_\_\_

Name of Minor: \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_ Age \_\_\_\_\_

Emergency phone # \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_