

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter CreekFire Motor Ranch (hereinafter referred to as "CMR" being defined as including but not limited to any and all areas designated as CMR, including, without limitation, hiking areas, lake areas, concessions, campgrounds, docks, swimming areas and other areas appurtenant to any area where any activity related to CMR shall take place, I/we, for myself, my minor children, my dependents, my personal representatives, heirs, and next of kin, acknowledge, agree and represent that I/we have, or will immediately upon entering CMR and will continuously thereafter, inspect such CMR areas, and all portions thereof which I/we enter and with which I/we come in contact and so further warrant that my/our entry upon CMR and my/our participation, if any, in any activities thereon, constitutes an acknowledgement that I/we have inspected such areas and that I/we find and accept the same as being safe and reasonably suited for the purposes of my/our use, and I/we further agree and warrant that if, at any time, I/we are in, on or about the CMR areas and I/we feel anything to be unsafe, I/we will immediately advise the CMR staff of such and will leave the area. In connection therewith, I/we:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE: Otamot Land LLC, Egnaro LLC, Otatop LLC, its owners, operators, officers, directors, managers, members employees, agents, and any owners, lessees or lessors of premises used on or about the CMR areas and each of them, their officers, employees and agents (the "Indemnified Parties") from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to my/our person or property, or resulting in my/our death, whether caused by the negligence of the Indemnified Parties or otherwise while I/we are in or upon any of the CMR areas.
2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Indemnified Parties from any loss, liability, damage or cost incurred due to my/our presence in or upon CMR and in any way participating or being at CMR whether caused by the negligence of the owners or otherwise.
3. HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of others while in or upon the areas of CMR and/or while riding, operating, observing, or working for or for any purpose participating in or being on the premises of CMR.
4. RECOGNIZE that the operation of autos, trucks, boats, golf carts, or any other motorized or manually operated vehicle and activities related thereto can constitute a dangerous activity, such as but not limited to kayaks, canoes, johnboats, and bounce house and voluntarily assume all risk of any damage, injury or loss which may occur to me/us during the course of my activities related thereto.
5. VOLUNTARILY ASSUME RESPONSIBILITY for my/our actions while upon the CMR property or premises and I/we will endeavor to conduct myself in a manner consistent with the safe operation of autos, trucks, boats, golf carts or any other motorized vehicle, kayaks, canoes, johnboats, bounce house and in activities related thereto.
6. RECOGNIZE AND ACKNOWLEDGE the fact that third parties may or will be present on CMR property or premises and may be engaging in the operation of autos, trucks boats, golf carts or any other motorized vehicle and activities related thereto during the same period of time in which I/we will be engaging in the same or similar activities. Further, I/we recognize that CMR is not an insurer of my safety or responsible for damage incurred by me resulting from the activities of third parties during the course of my/our activities at CMR.
7. I/WE UNDERSTAND THAT CMR makes no express or implied representation as to the condition of any roads, buildings, gates, or other improvements on CMR property in which the activities described herein will take place. I/we also understand that I/we may be exposed to other dangerous conditions, risk and hazards on any CMR area in question, including, but not limited to, poisonous snakes, alligators, insects and spiders, erosion and general conditions of the land both on and off roadways which may create hazardous driving and walking conditions, animals both wild and domestic, which may be diseased and or potentially dangerous, as well as deep water and other potentially hazardous conditions of within CMR. I/we expressly acknowledge and voluntarily assume the existence of all such risk, hazards, and dangers to which I/we may be exposed to within CMR.
8. UNDERSTAND that by indemnifying the Indemnified Parties, should it be necessary for the Indemnified Parties to incur attorney's fees and costs to enforce this agreement, of any portion thereof, I/we voluntarily agree to pay the Indemnified Parties reasonable costs and attorney's fees arising there from.
9. CERTIFY that I/we have sufficient health, accident, and liability insurance to cover any bodily injury or property damage caused to a third party, or myself/ourselves, as a result of the participation in the aforementioned activities. If I/we have no insurance, I/we am certifying that I/we are capable of personally paying any and all such expenses or liability.
10. Violation of the terms of this agreement or any rule of CMR by Guest, any member of Guest's party, or any person invited to CMR by Guest, shall result in the revocation of Guest's license and the towing of Guest's trailer and /or motor vehicle. Prior to towing Guest's trailer or motor vehicle, CMR may give, but shall not be obligated to give, Guest twenty-four (24) hours' notice in which to pay all amounts due to CMR and leave the CMR premises. Guest shall be liable to CMR for towing costs and other cost incurred by CMR in enforcing the terms of this agreement.
11. CMR is privately owned. CMR reserves the right to refuse service to anyone. CMR shall not be liable for loss on money or valuables belonging to Guest, any member of Guest's party, or any person invited to CMR by Guest or Guest's party. It is Guest's responsibility to provide adequate insurance to cover losses. Guest acknowledges having received a copy of RV park policies.
12. By signing below, Guests agrees that they have valid rabies certificates for all pets. A copy will be provided if necessary.
13. By signing below, Guests hereby consents to photographs and videos taken of Guests, any member of Guest's party, or any person invited to CMR by Guests or Guests party during my/our stay at CMR to be used solely for the purpose of CMR promotional material and publications and waive any rights of compensation or ownership thereto. Guests understands that they have the right to request, in writing, to have a photo removed from CMR Website, Facebook, Instagram, etc., within 30 working days.

THE UNDERSIGNED ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH) AND ALL HAZARDS ARISING FROM, LOCATED ON, OR RELATED IN ANY WAY TO, CMR, HOWSOEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE. BREACH OF ANY OF THE TERMS OF THIS AGREEMENT OR FAILURE TO COMPLY WITH CMR RULES SHALL AUTOMATICALLY TERMINATE ANY RIGHTS THAT THE UNDERSIGNED MAY HAVE HEREUNDER; SHALL RENDER ILLEGAL AND UNAUTHORIZED THE USE OF CMR FOR ANY PURPOSE; AND SHALL AUTHORIZE CMR TO WITHDRAW THE RESERVATION, REFUSE ADMISSION TO CMR, OR EJECT THE UNDERSIGNED FROM CMR.

GUEST ACKNOWLEDGES THAT CREEKFIRE MOTOR RANCH DOES NOT GIVE REFUNDS UNDER ANY CIRCUMSTANCES. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. Venue for any dispute or suit hereunder shall be in Chatham County, Georgia. I/we expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad as inclusive as is permitted by the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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/WE HAVE READ AND UNDERSTAND THIS RELEASE.

Signature	Date Signed	Signature	Date Signed
Print Name		Print Name	
Total Number in Guest's party	Names in Guest's party		