

## **ASSUMPTION OF RISK AND RELEASE OF CLAIMS**

**DISCLOSURES.** REFUGE RETREAT, INC. is a not-for profit corporation that leases the Bethel Creek Lodge from its owner, BETHEL FARMS, LLLP. It is situated on an operating farm where motor vehicles, tractors and other farm equipment are operated. In addition, the grounds also contain a firepit, a pond, a creek and populations of wildlife capable of causing severe bodily injury, or death, such as, but not limited to, feral hogs, venomous snakes, alligators, and poisonous and disease carrying insects. The term "RELEASEES" hereunder shall include REFUGE RETREAT, INC. and BETHEL FARMS, LLLP and its related entities.\*

**RELEASE.** Knowing the risks and dangers involved and having been warned of the risks and dangers involved in the activities provided, I accept and assume all risks associated with the activities and properties of RELEASEES in which I participate or observe, or which may otherwise occur, and on other properties utilized by RELEASEES. I hereby release RELEASEES, and any other related company and their collective employees, agents, instructors, officers, directors, managers, customers and members, the owners of all property, both real and personal, used for activities provided by RELEASEES, including, but not limited to, motor vehicles, boats, heavy equipment and any and all other vehicles, equipment or machinery utilized while on or in any property or facility operated or used by RELEASEES, and all other landowners, tenants, participants, and sponsors of any activity conducted at or by RELEASEES, from any and all liability, claims, demands, losses, damages, actions or causes of action whatsoever, including expenses, costs and reasonable attorneys' fees, arising out of any damage, loss or injury to me or my property, or my death, while participating in or observing any of the activities covered by this Agreement, whether resulting from the negligence or other fault, either active or passive, of any of RELEASEES, or from any other cause.

**AGREEMENT NOT TO SUE.** I agree never to institute any lawsuit or cause of action against any of RELEASEES, or to initiate or to assist in the prosecution of any claim for damages against RELEASEES which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence or fault, active or passive, of any of RELEASEES, or from any other cause. I further agree that my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf, shall not institute any lawsuit, cause of action, or claim for damages against any of RELEASEES, nor shall they initiate or assist in the prosecution of any claim for damages against RELEASEES, which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence or fault, either active or passive, of any of RELEASEES, or from any other causes, and I hereby so instruct my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf. Should any such lawsuit or cause of action be instituted against any of RELEASEES, I agree that such RELEASEES shall be entitled to recover from me, or my estate, all attorney's fees, expenses, and costs incurred in the defense of such lawsuit or cause of action, including any arising therefrom, whether or not such litigation is successful.

**INDEMNIFICATION.** In consideration of my participation in or observance of activities provided by RELEASEES, if RELEASEES are made a party, by any person or entity, to any litigation commenced by or against me, then I will protect, indemnify and hold RELEASEES harmless and pay all expenses and legal fees incurred or paid by RELEASEES, or such other parties in connection with the litigation. Such payment shall be made upon demand. I agree to indemnify, save, and hold RELEASEES harmless from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other person or organization and which arise directly or indirectly from my participation in or observation of activities provided by RELEASEES Entities, whether resulting from the negligence or other fault, either active or passive, of any of the RELEASEES or from any other cause.

**INSPECTION.** Prior to executing this Agreement and participating in or observing activities provided by RELEASEES Entities, I have inspected the facilities and equipment to be used, and I agree to inspect the facilities and equipment each time that I participate in or observe activities provided by RELEASEES Entities, to assure myself of their safe condition.

**PHOTO & VIDEO RELEASE.** I hereby grant to RELEASEES Entities and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or video images of me, or in which I may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without

restriction, and to copyright the same. This includes any and all legal uses. I hereby release RELEASEES and their representatives and assigns from all claims and liability relating to said photographs or video images.

**APPLICABLE LAW/WAIVER OR JURY TRIAL/VENUE/HEADINGS.** I agree that the law of the State of Florida shall apply to the construction, interpretation, and validity of this Agreement. Florida law shall govern any dispute arising from this Agreement or the activities of RELEASEES in which I participate or observe.

**SHOULD SUIT BE BROUGHT AGAINST RELEASEES, I HEREBY WAIVE THE RIGHT TO A JURY TRIAL.** Venue shall lie solely in DeSoto County, Florida. In no event shall venue lie in any other jurisdiction, or in Federal court. I HEREBY WAIVE MY RIGHT TO A JURY TRIAL.

**CONTINUATION OF OBLIGATIONS.** I agree that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I utilize or observe in any manner the activities, services, or products provided by RELEASEES, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf.

**MERGER.** This Agreement constitutes the entire agreement between the parties. I represent that, in entering this agreement, I have not relied on any statements or representations apart from those contained within this Agreement. All previous representations are merged within this Agreement. My decision to enter into this agreement is based strictly on the specific terms of this Agreement, and not on any representations, verbal promises, acts, omissions, or advertisements of RELEASEES. Further, any representations or communications not contained within this Agreement are agreed to be immaterial and do not survive the execution of this Agreement. This Agreement replaces any prior agreement.

**RULES AND CONDITIONS.** I agree to strictly obey all rules and regulations of RELEASEES.

**VALIDITY OF AGREEMENT.** I understand that if I institute, or if anyone on my behalf institutes, any lawsuit, cause of action, or claim for damages against any of RELEASEES because of injury to my person or property, or my death, as a result of my participation in or observance of the activities covered by this Agreement, this Agreement can and will be used in court, and that agreements like this one have been upheld by courts in similar circumstances.

**SEVERABILITY OF PROVISIONS.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and if any portions of this Agreement are found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound to the remainder of this Agreement. I specifically waive any argument of unenforceability or public policy that I could make or could be made on behalf of my estate or by anyone who would sue RELEASEES as a result of my participation in or observance of activities provided by RELEASEES.

**WAIVER OF RIGHTS.** I have had the opportunity to have this document reviewed by an attorney of my choice before signing it, and have either done so, or have chosen not to avail myself of this right. I understand that by signing this document, I am giving up important legal rights, and it is my intent to do so.

The undersigned has read, understands and agrees to obey all of the above.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

\* BETHEL FARMS' related entities include: BETHEL FARMS, INC., BF LOGISTICS, INC., BETHELFARMS TRANSPORTATION, INC., BETHEL ORGANICS, INC., SOD LIFE SERVICES, LLC, ALLSTATE SOD, LLC., SUPERIOR CATTLE CO., LLC , 3<sup>RD</sup> GEN, LLC and any related company