

**HODGES FIELD, LLC GENERAL RELEASE, WAIVER,
HOLD HARMLESS AND INDEMNITY AGREEMENT**

THIS GENERAL RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT, ("Agreement") executed **this**

_____ day of _____, 20_____, by and between:

_____ (FULL NAME OF RELEASING PARTY),
an individual who resides at:

ADDRESS _____ CITY _____ STATE _____ ZIP _____

("Guest"), and HODGES FIELD, LLC, a Georgia limited company, its officers, directors, members, successors and assigns (collectively, the "Released Party").

WHEREAS, Released Party is the owner/operator of 428 Neil Hodges Rd, Andersonville, GA 31711 (the "Premises") for the purposes of allowing third parties to operate, spectate or participate in the operation of vehicles, including, but not limited to, aircraft such as powered paragliders, paramotors, paragliders, ultra-light flying machine, remote-controlled aircraft, fixed or rotary wing aircraft, hot air balloon, or any other aerodynamic vehicle or flying machine, all-terrain-vehicle (ATV), watercraft, canoe, kayak, paddle boat, motorized watercraft, motorcycle, motor vehicle, farm vehicle, golf carts, any and all other recreational activities occurring on the subject property (the "Activities").

WHEREAS, Guest desires to enter upon the Premises and spectate and/or engage in the Activities and the Released Party is willing to permit the Guest to enter upon the Premises and spectate and/or engage in the Activities provided Guest is willing to accept the terms of this Agreement and Guest accepts the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, agree as follows:

1. Guest wishes to, spectate, operate, ride or be a passenger in, assist in otherwise hosted, sponsored or co-sponsored by third parties utilizing the Premises operated by Released Party, whether individually or with other persons or entities, This Agreement applies specifically to Activities held on the Premises OR any property or location where Released Party host, sponsor or co-sponsor, or otherwise participate in Activities described herein. Guest hereby acknowledges that he or she desires to participate in the Activities, or any portion of it, which participation could or would accrue, develop, increase, or add to the inherent risk to which the Guest could or would be exposed, resolution in or invoicing personal injury including, specifically, death to Guest and/or to others, and property damage resulting from an inherent risk in the Activities. As used in this agreement, the term "Inherent Risk" means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activities and which are not eliminated even if the Released Party, or any one of them, acts with due care in a reasonably prudent manner. The term "inherent risk" includes but is not limited to: (1) the failure by the Released Party, or any one of them, to warn Guest of an inherent risk; and (2) the risk that the Released Party, or any one of them, or another participant in the Activities may act in negligent or intentional manner and contribute to the injury or death of the Guest. Guest acknowledges that he or she has been given permission to participate in the Activities because of and in consideration for and, ONLY as the result of Guest's willingness to sign this Agreement and to release and waive his or her claims and right and to hold harmless and indemnify the Released Party, or any one of them, as described specifically above or below. Accordingly, as a condition of participating in this Activities, the Guest, in consideration for being accepted to participate in the Activities, agrees for himself or herself and for his or her spouse, children, heirs, next of kin, assigns, personal representatives, agents, and insurers as follows below. _____ **(Initial)**
2. GUEST HEREBY RELEASES, WAIVES, DISCHARGES, AND AGREES AND COVENANTS NOT TO SUE THE RELEASED PARTY, OR ANY ONE OF THEM, FROM OR FOR ANY LIABILITIES, CLAIMS, ACTIONS, SUITS, DAMAGES, COSTS, OR EXPENSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES, ON ACCOUNT OF OR FOR ANY PERSONAL INJURY TO GUEST, INCLUDING, SPECIFICALLY, DEATH, OR FOR OR ON ACCOUNT OF ANY DAMAGE TO ANY PROPERTY OF THE GUEST WHETHER CAUSED BY THE NEGLIGENCE OF RELEASED PARTY, OR ANY ONE OF THEM, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH GUEST'S PARTICIPATION IN THE ACTIVITIES INCLUDING PERSONAL INJURIES, INCLUDING, SPECIFICALLY, DEATH, OR PROPERTY DAMAGE OCCURRING BEFORE, DURING, OR AFTER THE ACTIVITIES _____ **(Initial)**
3. GUEST HEREBY ASSUMES FULL RESPONSIBILITY FOR AND ALL RISK OF ANY PERSONAL INJURY TO GUEST, INCLUDING SPECIFICALLY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH GUEST'S PARTICIPATE IN THE ACTIVITIES INCLUDING PERSONAL INJURY, INCLUDING, SPECIFICALLY, DEATH, OR PROPERTY DAMAGE OCCURRING BEFORE, DURING, OR AFTER THE ACTIVITIES WHETHER DUE TO THE NEGLIGENCE OF RELEASED PARTY, OR ANY ONE OF THEM, OR OTHERWISE. GUEST ACKNOWLEDGES THAT HE OR SHE IS FULLY AWARE THAT ACTIVITIES DESCRIBED ABOVE, INCLUDING FLIGHT, INVOLVES TRAVEL AND MOVEMENT IN THREE DIMENSIONS AND THAT SUCH IS SUBJECT TO MISHAP, PROPERTY DAMAGE, AND/OR PERSONAL INJURY, INCLUDING SPECIFICALLY, DEATH, AND GUEST VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR AND ALL RISK OF ANY OR ALL OF SUCH _____ **(Initial)**

4. Guest hereby holds harmless and indemnifies the Released Party, or any one of them, against any and all liabilities, claims, actions, damages, costs or expenses of any nature, including attorneys' fees, for or on account of any personal injury including, specifically, the death of any individual, including, specifically, Guest or for or on account of any property damage to the property of any person or entity arising out of Guest's participation in the Activities. _____ (Initial)
5. Released Party consists of: (a) Hodges Field, LLC, (b) Jerry Evans, in his individual capacity, (c) any person or entity providing information or instruction of any kind relating to the flight or operation of an aircraft and/or the movement or operation of any other vehicle at the Activities; and (d) the respective officers, rectors, employees, agents, contractors, attorneys, affiliates, volunteers, and commissioners of the aforementioned Released Party _____ (Initial)
6. GUEST ACKNOWLEDGES THAT NO WARRANTIES; EITHER EXPRESSED OR IMPLIED, HAVE BEEN GIVEN TO HIM OR TO HER CONCERNING THE SAFETY OR FITNESS OF THE ACTIVITIES; THE SAFETY OR THE FITNESS OF THE AIRCRAFT OR THE MOVEMENT OR OPERATION OF ANY OTHER VEHICLE OR THE FLIGHT OR OTHER MOVEMENT OF THE AIRCRAFT OR THE MOVEMENT OR OPERATION OF ANY OTHER VEHICLE; THE SAFETY, FITNESS, OR QUALIFICATIONS OF THE PILOT OR OPERATOR; AND THAT ALL OF THE ACTIVITIES INCLUDING THE FLIGHT OR MOVEMENT OF THE AIRCRAFT OR THE MOVEMENT OR OPERATION OF ANY OTHER VEHICLE IS BEING ACCEPTED, AGREED TO, AND ATTEMPTED AT RELEASOR'S OWN RISK AND WITH GUEST'S FULL CONSENT AND KNOWLEDGE. _____ (Initial)
7. The Guest acknowledges that no representations, promises, or inducements apart from the terms set forth in this Agreement have been made by Released Party, or any one of them. _____ (Initial)
8. It is agreed by Guest that this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. _____ (Initial).
9. Guest agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and that if any portion is held invalid, the balance shall continue in full force and effect. _____ (Initial)
10. ATTORNEYS' FEES, VENUE, AND WAIVER OF TRIAL BY JURY: IN ANY ACTION BROUGHT TO ENFORCE OR TO INTERPRET THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEYS' FEES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES INCURRED IN CONNECTION WITH ANY APPEAL OR CERTIORARI PROCEEDING, AND THE SOLE AND EXCLUSIVE VENUE OF ANY SUCH ACTION SHALL BE IN THE CIRCUIT OR COUNTY COURT OF BIBB COUNTY, GEORGIA, OR IN THE UNITED STATES DISTRICT COURT FOR THE JUDICIAL DISTRICT IN WHICH BIBB COUNTY, GEORGIA, IS OR MAY BE LOCATED. RELEASED PARTY AND GUEST RENOUNCE AND WAIVE ANY RIGHT TO HAVE ANY SUCH CONTROVERSY LITIGATED, ARBITRATED, MEDIATED, OR RESOLVED BY ANY OTHER LEGAL OR QUASI-LEGAL PROCEEDING IN ANY OTHER PLACE WHETHER PURSUANT TO THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE. RELEASED PARTY AND GUEST RENOUNCE AND WAIVE ANY RIGHT WHATSOEVER TO TRIAL BY JURY FOR THE PURPOSES OF THIS AGREEMENT, "ANY ACTION BROUGHT TO ENFORCE OR TO INTERPRET THIS AGREEMENT" SHALL BE CONSTRUED TO MEAN LITIGATION, ARBITRATION, MEDIATION, AND ANY OTHER LEGAL OR QUASI-LEGAL PROCEEDING. _____ (Initial)
11. GUEST WARRANTS AND ACKNOWLEDGES THAT:
- a. I AM SIXTEEN (16) YEARS OF AGE OR OLDER AND I MAKE THIS AGREEMENT INTENDING TO BIND MYSELF AND MY SPOUSE, HEIRS, ADMINISTRATORS AND ASSIGNS. _____ (Initial)
- b. I HAVE READ THIS AGREEMENT, AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING IT AND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING. _____ (Initial)
- c. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM RELEASED PARTY FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY ME IN CONNECTION WITH THE RIDE. _____ (Initial)
12. This Agreement is intended to be as broad and inclusive as permitted by law and if any part of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect. _____ (Initial)

IF GUEST UNDER 18, PLEASE INITIAL BELOW:

13. I am the parent or legal guardian of the Applicant (or "my child"). I have the authority to enter into this Agreement on behalf of my child and anyone else who has legal rights regarding my child. If I am the only parent or legal guardian signing below, then I represent and warrant that I am the only parent or legal guardian with authority to sign this Agreement on behalf of my child. I have read the above Membership Application and Agreement and agree to its terms. _____ (Initial)

[SIGNATURE PAGE TO FOLLOW]

GUEST HAS CAREFULLY READ AND IS VOLUNTARILY SIGNING THIS GENERAL RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNITY AGREEMENT IN WITNESS OF MY ACCEPTANCE OF AND AGREEMENT TO THE FOREGOING, I, THE GUEST, EXECUTE THIS GENERAL RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNITY AGREEMENT ON THE DATE SO WRITTEN BELOW.

NAME (Print): _____ PHONE: _____

Driver's License No./Stat: _____ AMA¹# _____

SIGNATURE: _____ DATE: _____

EMERGENCY CONTACT:

Name: _____ Phone: _____ Relation: _____

NAME OF WITNESS (Print): _____

SIGNATURE: _____

¹ Academy of Model Aeronautics ("AMA")