

**QUAIL HUNTING FL, LLC. CLUB'S WAIVER,
INDEMNIFICATION AND ASSUMPTION OF RISK
AGREEMENT
(the "Agreement")**

I _____, desire to enter into the property and premises located in Martin County Florida, See attached Exhibit A (collectively the "Club Property"), such Club Property being managed by Quail Hunting FL, LLC. Inc. to engage in and participate in upland Bird hunting of released Quail, Hungarian Partridge, Chukar, Duck and Pheasant. Deer hunting (only to separate assigned parcels and off limits to anyone not on a deer lease), archery, Muzzleloader (During Florida Muzzleloader Season Dates only) , fishing, alligator hunting/sightseeing, boating, canoeing, kayaking, off-road vehicles , other motor vehicles, or other activity which may be deemed dangerous (collectively referred to herein as "Dangerous Activities"). I agree to enter this Agreement in consideration of being permitted to now and in the future (i) enter onto the Club Property or (ii) use the facilities, amenities, real property, personal property, Club Property (collectively Quail Hunting Florida, llc. Facilities") for any purpose or (iii) conduct or engage in Dangerous Activities on Club Property. In this Agreement, the words "I," "Me," "My" and "Myself" mean the person who signs this Agreement. I acknowledge and agree as follows for Myself, My personal representatives, heirs and next of kin:

1. *Representations.* I HEREBY REPRESENT AND WARRANT THAT I:
 - a. am at least eighteen (18) years of age;
 - b. I have been provided a copy of the Quail Hunting Florida LLC Club's rules and regulations (See Attached License Agreement Dated May 30th, 2019) Prior to engaging in any Dangerous Activity or using any Quail Hunting Florida Club Facilities;
 - c. am properly licensed for all activities and/or Dangerous Activities in which I participate in while on Club Property or using the Quail Hunting Florida Club Facilities including, but not limited to, hunting license(s) and fishing license(s);
 - d. have sufficient knowledge, skill and training to properly and safely engage in all such activities and/or Dangerous Activities while on Club Property or using the Quail Hunting Florida Facilities, including but not limited to hunting.
 - e. have sufficient health, accident, and liability insurance to cover any bodily injury and/or property damage that I may incur while participating in any activity and/or Dangerous Activities while on Club Property or using the Quail Hunting Florida Club Facilities, specifically including but not limited to, hunting, and sufficient insurance to cover bodily injury and/or property damage caused to any third party as a result of or relating to my participation in any such activity and/or Dangerous Activities while on Club Property or using the Quail Hunting Florida Club Facilities; provided, if I do not possess such insurance, then I represent and warrant to the Quail Hunting Florida Club that I have sufficient financial means to personally pay for any and all such expenses and liability;
 - f. am not and will not be under the influence of any alcohol, drug or other substance immediately prior or during my participation in any activity and/or Dangerous Activities while on Club Property or using the Quail Hunting Florida Club Facilities, including but not limited to, hunting
 - g. am in proper and sufficient physical condition to participate in all activities and/or Dangerous Activities that I will or may participate in while on the Club Property or using the Quail Hunting Florida Club Facilities;
 - h. acknowledge that it is my Responsibility to wear protective eyewear and ear protection;
 - i. acknowledge that the Quail Hunting Florida Club may make available to Me guns that I may use for hunting and/or target shooting, but that in consideration for such use, I hereby accept such gun(s) in an "AS IS" condition, and I acknowledge that the Quail Hunting Florida Club makes

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no representation nor warranty of any kind or nature concerning the condition or utility of such gun(s);

j. agree to fully comply with and abide by all laws (Federal, state and local) and all Quail Hunting Florida Club rules and regulations that apply to any activity, whether deemed a Dangerous Activity, or otherwise, in which I participate in while on Club Property or using the Quail Hunting Florida Club Facilities, specifically including but not limited to, hunting

1. agree to conduct Myself in a safe and prudent manner at all times while on the Club Property or using the Quail Hunting Florida Club Facilities, for the safety of Myself and all others. Failure to do so will result in termination of Membership and the right to enter the property.

2. *Assumption of Risk.* I HEREBY ACKNOWLEDGE that the Dangerous Activities involve inherent risks and dangers which may cause serious bodily harm, injury, suffering, even death, and that I hereby voluntarily choose to participate in these Dangerous Activities at My own risk;

3. *Waiver and Covenant Not to Sue.* I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Quail Hunting FL LLC. , Mancini International LLC, MBTW AG, Inc. and the foregoing's parents, affiliates, subsidiaries, shareholders, directors, officers, agents, representatives, contractors, consultants and employees (hereinafter referred to as "Releases") from any and all liability to Me, My personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore on account of injury to Me or resulting in My death, whether caused by the negligence of the Releases or otherwise, while I am present on the Club Property or using the Quail Hunting Florida Club facilities or while participating in any activity or Dangerous Activities;

4. *Indemnification.* I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Releases from any and all loss, liability, damage, or costs, including attorney's fees, as a result of any claims, demands, actions, causes of action, damages, or judgments, that Releases may incur arising out of, claimed on account of, or in any manner predicated upon My, My guest(s)'s or family member(s)'s use of the Club Property or Quail Hunting Florida Club Facilities or while participating in any activity or Dangerous Activity while on Club Property or Quail Hunting Florida Club Facilities including any and all loss or damage to property, personal or otherwise, personal injury or death of any person, which occurs as a result of My, My guest(s)'s or My family member(s)'s use of the Club Property or Quail Hunting Florida Facilities or while participating in any activity or Dangerous Activity, even where the loss, damage, personal injury or death is caused or contributed to by the Releases, whether caused by their negligence or otherwise;

5. *Negligence.* I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releases or otherwise while I am present on the Club Property or using the Quail Hunting Florida Club Facilities or while participating in any activity or Dangerous Activities;

6. *Wild Animals, Land Conditions and Natural Disasters.* I HEREBY ACKNOWLEDGE that, while participating in any activity or Dangerous Activities or while on the Club Property or using any of the Quail Hunting Florida Club Facilities, I may encounter or be exposed to dangerous conditions, risks and hazards, including animals (both domestic and wild) and wildlife (including but not limited to poisonous snakes, spiders, insects and alligators), blinds, tree stands (erected by the Quail Hunting Florida Club or by third parties), latent conditions of land and occurrences of natural disasters, both on and off roadways, which may create hazardous driving, and/or walking conditions, deep water, and other persons with firearms both on and off the Club Property, and I HEREBY RELEASE, WAIVE and DISCHARGE the Releases from any and all liability to Me for any and all loss or damage, and any claims or demands therefore on account of injury to Me, or resulting in My death, caused by these dangerous conditions, risks and hazards;

7. *Property Damage.* I HEREBY ASSUME FULL RESPONSIBILITY FOR My own property, whether personal or otherwise, including, but not limited to, the property of my guests and family member(s). I hereby release the Releases from any and all liability in connection with loss, damage or destruction, however minor or

major, to any and all of My personal property or the personal property of My guests or My family member(s), used or stored on the Club Property or Quail Hunting Florida Facilities, whether secured or unsecured in a locker or elsewhere on Club Property or Quail Hunting Florida Facilities;

8. *Term.* I ACKNOWLEDGE that the terms and conditions set forth above, including My ASSUMPTION OF RISK, COVENANT NOT TO SUE, WAIVER AND RELEASE OF LIABILITY, AGREEMENT TO INDEMNIFY, and AGREEMENT TO HOLD HARMLESS shall continue in full force and effect at all times and shall not expire nor require renewal and shall survive any cancellation, termination or expiration of, and supersedes to the extent different from, any other agreements I have Quail Hunting Florida;

9. *Fees.* In connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this Agreement, I agree to pay Releases such attorney's fees, reasonable costs and/or expenses for which expenditure is made or liability incurred by any Release;

10. *Severability.* If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, such decision shall NOT affect the validity of the remaining portion, which remaining portion shall be valid and remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated;

11. *Governance.* This Agreement is made and construed according to the current State of Florida law, and is governed accordingly; and

12. *Headings.* The headings used in this waiver are inserted for convenience of reference only and shall not in any way affect the meaning or interpretation of this waiver.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE WITH EACH AND EVERY PROVISION SET FORTH ABOVE AND THAT I AM EXECUTING THIS WAIVER AND RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK ON MY OWN FREE ACT.

I HAVE READ THIS AGREEMENT AND INTENTIONALLY WAIVE CERTAIN LEGAL RIGHTS AND UNDERSTAND THE RELEASE OF CLAIMS AGAINST THE RELEASEES.

I UNDERSTAND I ASSUME ALL INHERENT RISKS ASSOCIATED WITH DANGEROUS ACTIVITIES.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF ALL THE ABOVE PROVISIONS.

DATED: _____ (mm/dd/yyyy)

WITNESSES:

(Signature)

(Print Name)
(Phone Number) _____
(Email) _____

The following minor children (under the age of 18) will be accompanying me onto the Club Property and Quail Hunting Florida Club Facilities:

Name of Member if you are a guest _____