

ASSUMPTION OF RISK, ABSOLUTE INDEMNITY, WAIVER AND RELEASE FROM LIABILITY

In consideration of McClain Lodge, LLC, a Mississippi limited liability company (the "Lodge"), permitting me to participate in the Lodge's Safari Tour, Petting Zoo, and/or other activities on McClain Lodge property or further described below (collectively, the "Activities"), which participation is granted in the sole discretion of the Lodge and can be revoked or denied by the Lodge at any time, I, on behalf of myself and my spouse, parents, children, agents, fiduciaries, heirs, estate, administrator, executor, assigns, and any other individual or entity acting on my behalf, agree to indemnify, release, hold harmless, and discharge the Lodge and its employees, agents, contractors, representatives, officers, board of directors, shareholders, members, managers, property owners, and any other individual or entity acting on its or their behalf ("Indemnified Parties") from any and all liability of any kind or nature which may arise in connection with or relating to any of the Activities in which I may participate. I sign this Agreement voluntarily and with full knowledge and understanding of the rights I hereby grant, waive, and release, and that I am knowingly and intentionally waiving all of my rights to bring lawsuits and make claims for any reason whatsoever.

The Activities entail known and unknown risks that could result in injury or death to me and by participating in the Activities, I am assuming all risks associated with the Activities, including those associated with the equipment, facilities, and premises of the Lodge and any damage, loss, or theft of my personal property. I UNDERSTAND THAT THE ACTIVITIES INCLUDE INHERENTLY DANGEROUS ACTIVITIES LIKE MOVING VEHICLES AND PETTING AND FEEDING WILD ANIMALS. I ACKNOWLEDGE THAT THE BEHAVIOR OF WILD ANIMALS CAN BE UNPREDICTABLE. The Activities may result in injury or death from, for example, lack of protective clothing and equipment, slipping and/or falling on and/or off equipment, collision with fixed objects and/or people, petting or feeding wild animals, my behavior and/or the behavior of others, and my failure or the failure of others to follow instructions. I certify that I do not have any medical or physical condition or limitation that will interfere with my ability to safely participate in the Activities. I certify that I have adequate health insurance to cover any injury or damage that I may suffer, and I agree to personally bear the costs of such injury or damage.

This Agreement applies to any and all costs, expenses, damages, claims, judgments, or other losses, including but not limited to, reasonable attorneys' fees and legal costs and reasonable and necessary costs incurred by the Lodge ("Damages") that are a result of or arising from or connected in any way with any Activities. This Agreement also applies to any Damages incurred or suffered by any person or property, including, but not limited to, the loss of my life or the life of another person, that are caused by negligence or lack of due care exhibited by any of the Indemnified Parties or their failure to follow basic industry safety standards with respect to the Activities. Further, this Agreement applies to any Damages of any kind or nature which may arise in connection with or relating to any transmissible disease I may come in contact with as a result of participating in the Activities.

By signing this Agreement, I am granting the Lodge the irrevocable right and permission to photograph and/or record me, my spouse, and/or my child(ren)/ward(s) in connection with the Activities and to use the photographs and/or recordings for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of any such photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation.

This Agreement is governed by the laws of the state of Mississippi, without regard to the choice of law rules of any other state, and constitutes the entire agreement between me and the Lodge with respect to the matters addressed herein, and it supersedes any prior agreement or understandings between us, oral or written, all of which are hereby canceled. This Agreement may only be amended through a written consent between me and the Lodge. If any term(s) of this Agreement is held invalid, unenforceable, or otherwise illegal, the remaining terms of the Agreement shall remain in full force and effect, and the application of its terms to any other person or circumstance shall not be affected, such provision being reformed to the extent (and only to the extent) necessary to make it enforceable, valid, and legal. **All references to "I", "me", "my", "person signing below" and similar words shall include any minor on whose behalf I sign this Agreement.**

Date: _____

Adult Participant:

Participant Signature

Print Participant Name

Minor Participant:

Parent/Guardian Signature

Print Minor's Name

