

ORVIS[®]

SHOOTING GROUNDS

AT

PURSELL FARMS

WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of The Orvis Company, Inc., permitting me or my child to participate in one or more outdoor activities including, without limitation to, trap and skeet shooting, guided quail hunts, guided deer hunts, guided turkey hunts and fishing (the "Activities"), I agree as follows:

I wish to participate in the Activities conducted by The Orvis Company, Inc. on the premises owned by Pursell Farms, LLC or one or more other persons or entities (the "Owners"). The term "Owners" shall include, but shall not be limited to, the following persons or entities: Pursell Farms, LLC, James T. Pursell, Revocable Living Trust, Christine P. Pursell, Revocable Living Trust, Mary P. Pursell Trust, Pursell Family Corporation, Pursell Investments Inc., Pursell Investments Limited Partnership, Sylacauga Bonded Warehouse Inc., Pennywinkle Farms, James T. Pursell, Christine P. Pursell, James T. Pursell, Jr., Chris P. Fleming and David H. Pursell. For the avoidance of doubt, the term "Owner" shall include any person or entity owning such premises, whether or not such person or entity is listed specifically in this paragraph.

I fully understand and acknowledge that: (a) risks and dangers exist in hunting and shooting in general and in participation in the Activities in particular; (b) my participation in the Activities may result in my or my child's death, injury or illness including, without limitation to, injuries from ammunition shot from firearms, bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury and/or blindness, hearing damage and/or loss, heat stroke, heart attack or other ailments that could cause serious disability; (c) my or my child's participation in the Activities may result in damage to and/or destruction of my or my child's property; (d) these risks and dangers may be caused by the negligence of The Orvis Company, Inc. and the Owners or any director, officer, agent, employee, invitee or volunteer of The Orvis Company, Inc. and the Owners (collectively, the "Pursell Farms, LLC Parties"), the negligence of other participants or guests, accidents, breaches of contract, the forces of nature or other causes; (e) these risks and dangers may arise from foreseeable or unforeseeable causes; and by my or my child's participation in the Activities, I hereby assume on behalf of myself or my child, all risks, dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of The Orvis Company, Inc., the Pursell Farms, LLC Parties, or by any other person.

I, on behalf of myself, my child, our personal representatives and heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify The Orvis Company, Inc., the Pursell Farms, LLC Parties, and **Alabama Baptist Children's Homes** from any and all claims, actions, causes of action, liabilities, suits, and expenses (including, without limitation to, reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my or my child's participation in the Activities, whether caused in whole or in part by the negligence or other conduct of The Orvis Company, Inc., the Pursell Farms, LLC Parties, and **Alabama Baptist Children's Homes**, or by any other person. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by The Orvis Company, Inc., the Pursell Farms, LLC Parties, and **Alabama Baptist Children's Homes**.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND BY SIGNING IT I AGREE THAT IT IS MY INTENTION TO EXEMPT, RELIEVE AND INDEMNIFY THE ORVIS COMPANY, INC. AND ALL OF THE PURSELL FARMS, LLC PARTIES FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE RELATED TO MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITIES. I UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT. I AGREE THAT IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT IS HELD OR ADJUDICATED TO BE CONTRARY TO ANY STATUTE OR LAW, OR OTHERWISE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

Full Name of Participant: _____
 Age: _____ Date of Birth: _____
 Telephone: _____ Email: _____
 Address: _____

 Signature of Participant (if 19 years of age or older) Date

(OR)

 Signature of Participant's Parent/Guardian (if under 19 years of age) Date

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