

RWC _____ Sportsman _____ Mingo Club _____ Oldfield _____ Quail Day Hunt _____ Gun Club _____
 Deer _____ (_____ Hunt Club) _____ Dove _____ Turkey _____ Fishing _____ Other LCH

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY,
AND HOLD HARMLESS AGREEMENT (the "AGREEMENT")**

In consideration of TURKEY HILL PLANTATION, INC. ("Turkey Hill"), CYPRESS WOODS CORPORATION ("Cypress Woods") and CDEF PARCELS LLC ("CDEF") granting permission to engage in "Activities", as hereinafter defined, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, individually and as parent or guardian of any minor child, (hereinafter "the Participant"), agree as follows:

1. Acknowledgments

The Participant acknowledges that he/she has voluntarily chosen to participate in certain Activities as defined in this Agreement. The Participant acknowledges that the participation in those Activities, including those activities involving the use of firearms or other weapons with which to hunt wildlife, are inherently dangerous and carry the substantial risk of personal injury, death and/or property damage. The risk of injury from the activity and weaponry involved in the Activities is significant, including the potential for permanent disability and death, and while protective equipment and personal discipline will minimize the risk, the risk of serious injury does exist. The Participant recognizes that those risks cannot be eliminated.

The Participant further acknowledges that he/she will be moving on and through undeveloped, wilderness property and that such property presents inherent risks to users of the land, some of which are obvious and some of which may be less than obvious due to the wilderness conditions.

2. Covenants by Participant

In consideration of and as a material inducement for Releasees to allow the Participant to participate in Activities, the Participant covenants that

- a. he/she is aware of the risks associated with the use of the land and the participation in Activities;
- b. he /she is in sufficiently good health to participate in the Activities afforded to him/her;
- c. he/she is familiar with the weapons to be used and the procedures required for the safe operation of those weapons; that he/she has sufficient skill to operate the weapons and equipment safely; and that he/she is fully and solely responsible for the selection, examination, adjustment, maintenance and operation of the weapons, ammunition, and equipment to be used;
- d. he/she will follow and abide by all directions and rules and regulations imposed by Releasees or any agent or contractor providing any guide services or other assistance with respect to the Activities; and
- e. he/she has chosen to participate in the Activities as an act of his/her own free will and that he/she is not acting under any coercive affect or agent.

3. Full Release and Waiver of Claims

In consideration of the opportunity to participate in Activities on or about the property of the Releasees, the Participant, for himself/herself, heirs and assigns does hereby forever:

a. Release, acquit, discharge, waive, hold harmless Releasees from and covenant not to sue the Releasees for any and all liabilities, claims, demands or causes of action whatsoever, including all costs, medical expenses and attorney fees associated therewith, that the Participant may have by reason of any Activities, including, but not limited to, any claims or losses arising by reason of the Releasee’s passive or active negligence, or any hidden, latent, or obvious defects at or on the Property or in any equipment used whether or not supplied or inspected by Releasees.

b. Agree to indemnify, hold harmless and defend the Releasees from any and all losses, liabilities, claims, damage, or costs, including attorney’s fees, that Releasees might incur as a result of the Participant engaging in Activities, whether caused by the negligence of the Releasees or otherwise.

c. PROMISE NOT TO SUE ANY OF THE RELEASEES FOR ANY CAUSE OF ACTION WHATSOEVER, EVEN FOR CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR FROM HIDDEN, LATENT, OR OBVIOUS DEFECTS IN THE PROPERTY OR EQUIPMENT SUPPLIED OR APPROVED BY THE RELEASEES.

Initials of Adult: _____
Initials of Minor (if applicable): _____

d. Acknowledge that this Agreement shall include ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, and any other damage or injuries, known or unknown, regardless of the severity of the injuries and damages, except that which is the result of gross negligence.

4. Definitions.

a. “Activities” shall mean any recreational undertaking which may be performed inside or outside of any building or structure, including without limitation, any activities or endeavors related to hunting, fishing, hiking, weapon discharge or handling, firearm shooting (including rifles, shotguns, and handguns), horseback riding, animal interaction (including wildlife and domestic animals), swimming, camping, exploring, cooking, exercising (including the use of any exercise equipment located inside or outside of any building or structure) and any and all other recreational activities and equipment used in connection with these activities or in any way relating to the above activities and endeavors, nature, or the outdoors.

b. “Participant” shall mean the both the undersigned and any minor child for whom the undersigned is parent or legal guardian, and their heirs, estate, assigns, personal representatives, guardians, and next of kin.

c. “Property” shall mean any and all property, whether real or personal, belonging to or under the control of the Releasees, or upon which the Activities occur, exist or take place, whether or not subject to the ownership or possession of the Releasees.

d. “Releasees” shall mean Turkey Hill Plantation, Inc., Cypress Woods Corporation, CDEF Parcels, L.L.C., their directors, shareholders, officers, officials, lessors, employees, agents, managers, insurance carriers, invitees and guests, or any of them.

5. Enforceable Agreement.

a. The Participant acknowledges that this Agreement is intended to be as broad and as inclusive as permitted by the law of the State of South Carolina.

b. The Court of Appeals of South Carolina in McCune v. Myrtle Beach Indoor Shooting Range, Inc. 364 S.C. 242, 612 S.E. 2d 462 (App. 2005) upheld the enforceability of a similar waiver and release agreement, which was sufficient to release the defendant from all liability.

c. It is explicitly intended by the Participant that this Agreement will be construed and enforced as a waiver of liability and release agreement. In addition, the Participant has executed this Agreement with the explicit intent to be bound by its terms.

d. This Agreement shall remain in full force and effect during any period and periods of involvement by Participant in any Activities on the Property until it is explicitly revoked in writing and the delivery of such revocation to the President of Turkey Hill Plantation, Inc., at 2215 Log Hall Rd, Ridgeland, SC 29936.

e. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

f. THE PARTICIPANT HAS READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDS THAT THE PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS IT KNOWINGLY, FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. The Participant acknowledges that no oral representations, statements or inducements apart from the foregoing written Agreement have been made by or on behalf of the Releasees.

g. This Agreement shall not be subject to any claim of mistake of fact, and this Agreement expresses a full and complete waiver of all liability claimed and disputed, and regardless of the type of injury, or circumstances concerning any injury, this agreement is intended to forever bar any claim the Participant might have, and is intended to be final and complete.

6. Participant's Representations.

_____ I represent and warrant that I am at least 18 years of age and have full legal capacity to execute this Agreement.

_____ I represent and warrant that I am the legal guardian of the minor listed below and that I have full legal capacity to execute this agreement on behalf of the minor.

(Signature of Adult)

(Address)

(Telephone No.)

(Print Name of Adult)

(Print Date)

(Signature of Minor)

(Address)

(Telephone No.)

(Print Name of Minor)

(Print Date)