

**RELEASE AND INDEMNITY AGREEMENT**

I \_\_\_\_\_, for myself and for my dependents and minor children listed below, if any, have voluntarily chosen to engage in hiking and/or horseback riding upon and along trails located on real property owned by Buck Lake Properties LLC, (“Buck Lake”), and I understand and acknowledge that such activities could lead to or result in property damage, physical or other injury, accidents or death as a result of the activities, participation and exertion therein; that Buck Lake neither sponsors nor endorses such activities, and neither provides nor controls the horses and equipment used in the same; and that by participating in such activities, I have no claims against Buck Lake for any injuries, sickness, medical problems, accidents or death that may occur as a result of, or arising out of, my participation in or involvement activities on the property or Buck Lake; and I, for myself and my dependents and minor children, if any, set forth below, specifically hold Buck Lake, its officers, agents, members, managers, directors, invitees, contractors, successors and assigns, (“Buck Lake Indemnitees”), harmless, and indemnify them from and against all claims, threatened claims and administrative actions, if any, arising directly or indirectly out of my activities upon the real property of Buck Lake, including, but not limited to, hiking and horseback riding, and will indemnify Buck Lake and the Buck Lake Indemnitees with regard to the same, including, without limitation, all court costs, litigation expenses, expert witness fees, and reasonable attorney fees.

I understand and acknowledge that there is a possibility of accidental physical injury while participating in the activities described above. Fully understanding these matters, I assume full responsibility for myself, and my dependents and minor children, if any, in the activities described above and for the risk of bodily injury incurred while participating in such activities. I agree to abide by the terms and rules of the Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc., (“Association”), and the terms and conditions of the License agreement between the Association and Buck Lake, all as may be revised from time to time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_

If applicable, list the names of all dependents and minor children participating in the activity described above:

\_\_\_\_\_  
\_\_\_\_\_