

WAIVER, RELEASE AND PERMISSION AGREEMENT

This Waiver, Release and Permission Agreement (hereinafter the "Agreement") is executed on _____, 2016, by or on behalf of _____, an individual resident of the State of _____ (such party hereinafter referred to as "Participant") in favor of LAKEPOINT LAND, LLC, a Georgia limited liability company (hereinafter referred to as "LakePoint") and the other Released Parties.

The undersigned Participant and/or Participant's parent or legal guardian ("Guardian") acknowledges that Participant and/or Guardian's minor child or ward (hereinafter "Ward") will engage in recreational activities taking place on the property of LakePoint located in the City of Emerson, Bartow County, Georgia (hereinafter the "Premises") conducted by Released Parties, recognizes the inherent dangers associated therewith, and acknowledges that the use of the Premises is subject to the limitation of liability of Released Parties as set forth in O.C.G.A. § 51-3-20 *et seq.* In consideration for the use of the Premises by Participant, the undersigned Participant for himself (or herself) and Guardian, hereby releases, indemnifies and forever discharges the Released Parties of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of death, bodily injury or personal injuries known or unknown, loss, or property damage resulting or to result from entering on the Premises and/or participating in the recreational activities on the Premises, whether or not such claim, death, loss, injury or damage is caused by, or arises out of, in whole or in part, the negligent act or omission of any of the Released Parties.

Participant and, if applicable, Guardian, the undersigned(s) below, in consideration of the participation of Participant in the Event, wherever the/these Event(s) may occur, acknowledge that I am aware that my or my Ward's participation in the Event may result in risks, which among other things, include but are not limited to scrapes, bruises, twisted ankles and various injuries to the body, including death and heat and stress related issues, and Participant and, if applicable, Guardian freely assumes on Participant's own and/or Ward's behalf all risks incidental to such participation. In consideration of the participation of Participant in the Event and on Ward's behalf, and on behalf of Participant's and/or Ward's heirs, executors, administrators and next of kin, Participant and, if applicable, Guardian hereby releases, covenant not to sue, and forever discharges the Released Parties of and from all liabilities, claims, actions, damages, costs and expenses of any nature arising out of, related to, or in any way connected with the participation of Participant in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs and expenses including by way of example, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. Participant, and if applicable, Guardian understands that this Release and indemnity includes any claims based on the negligence (in whole or in part), action or inaction of any of the Released Parties and covers bodily injury (including, without limitation, death), any medical or injury treatment whatsoever provided to Participant by or at the direction of any Released Party, property damage, and loss by theft or otherwise, whether suffered either before, during or after such participation. Participant and, if applicable, Guardian declares that Participant is physically fit and have the skill level required to participate in the Event and/or any such related and associated activities. Participant and, if applicable, Guardian further authorizes medical treatment for Participant, at Participant's and/or Guardian's cost, if the need arises.

For the purposes hereof, the following definitions apply:

"Released Parties" are: LP Indoor Pavilion, LLC, LakePoint Land, LLC et al and its affiliates, parent companies, venturers, subsidiaries, successors, assigns, agents, servants, officers, members, principals and employees, all independent contractors, all sponsors, and each of their employees, agents, directors, principals, agents, representatives, volunteers, contractors, successors, and assigns.

"Event" is: the _____ occurring on _____, 20____.

AUTHORIZATION AND RELEASE TO USE:

Participant and, if applicable, Guardian further grants the Released Parties the right to photograph and/or videotape Participant and further to display, use and/or otherwise exploit the name, face, likeness, voice, and appearance of Participant forever and throughout the world, in all media, whether now known or hereafter devised (including, without limitation, in online web casts, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation. LakePoint has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information and email addresses. A copy of the Privacy Statement, which is incorporated herein by reference into this Agreement, is available upon request.

This Agreement shall be governed by the laws of the State of Georgia. Venue for any litigation which relates to or arises out of the Event, this Agreement or its breach will be exclusively in the United States District Court for the Northern District of Georgia, Rome Division or a court of competent jurisdiction for Bartow County, Georgia, with Participant and, if applicable, Guardian expressly consenting to venue and personal jurisdiction in Bartow County, Georgia and waiving any rights to begin, defend, or remove any such litigation in any other forum or venue. Participant certifies that Participant is eighteen (18) years of age or older and, Guardian, if Guardian is executing this Agreement on behalf of Participant, the information set forth above pertaining to Participant is true and complete and that the party signing has all due legal authority to sign this Agreement on its or Wards behalf.

If any provision of this Form shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Form and shall not affect the validity and enforceability of any remaining provisions. **BY SIGNING BELOW, PARTICIPANT AND, IF APPLICABLE, GUARDIAN REPRESENTS AND WARRANTS THAT PARTICIPANT HAS READ, UNDERSTOOD AND ACCEPT ALL THE CONDITIONS CONTAINED IN THIS AGREEMENT.**

Participant Name _____

Signature _____ Date _____

Date of Birth _____ Age on first day of Event: _____

Street Address _____ City _____ State _____ Zip Code _____

E-mail _____ Emergency Contact Number _____

Parent or Legal Guardian (If Participant is under 18 years of age)

Parent's or Guardian's Name _____

Signature _____ Date _____

Street Address _____ City _____ State _____ Zip Code _____

E-mail _____ Contact Number _____