

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for viewing and touring the Real Estate described below, I hereby **release, waive, discharge and covenant not to sue** Pike Lincoln Port Authority, Pike Co Economic Development, Whitetail Properties Real Estate, LLC, Ranch & Farm Auctions, LLC, their owners, agents, board members, and all subsidiaries, affiliates, institutions, and societies owned or operated by those named (hereinafter referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, **whether caused by the negligence of the releasees**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. This Agreement is in regards to 2350 +/- acres located in S12, S13, S14, S15, S23, S24, S25 T53N R1W AND S18, S19 T53N R1E in Pike Co, MO hereinafter known as the "Property".
3. I am fully aware of the risks involved and hazards connected with viewing and touring the real estate described below, including but not limited to *uneven terrain, dangerous slopes and surfaces, fallen or unstable trees, ponds, waterways, holes, ditches*, etc and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. **I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, **whether caused by the negligence of releasees or otherwise**.
4. I further hereby **agree to indemnify and hold harmless** the **releasees** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **whether caused by negligence of releasees** or otherwise.
5. I understand that releasees may not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance policies.
6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **release, waiver, discharge and covenant not to sue** the above-named **releasees**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Missouri.
7. **In signing this release, I acknowledge and represent that** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Date

Participant