

Oldfield _____ Gun Club X Dove _____ Duck _____ Turkey _____ Fishing _____
Deer _____ (_____ Hunt Club) Other [HHCA Sporting Clays Team](#)

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF ALL RISKS, 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”) (collectively, “Releasees”) granting permission to Participant to enter the Property and/or 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 (if applicable), (hereinafter “the Participant”), agrees as follows:

1. Acknowledgments

The Participant acknowledges that he/she has voluntarily chosen to enter the Property and/or participate in certain Activities as defined in this Agreement. The Participant acknowledges that entrance into the Property and/or 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 terrain on the 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.

The Participant further acknowledges that he/she has voluntarily chosen to enter the property and/or participate in Activities while being fully aware of the risks related to COVID-19 (also known as “Coronavirus”). The Centers for Disease Control (“CDC”) continue to warn of the health risks associated with COVID-19. The CDC cautions that the virus is contagious, can be spread through in-person contact, and possibly through the air and contaminated surfaces. COVID-19 can cause serious **illness and even death**. Releasees cannot guarantee that Participants will not be exposed to contract COVID-19 while Participant is engaging in Activities. Participant acknowledges and understands that as a result of voluntarily engaging in Activities, Participant may be increasing his/her risk of contracting COVID-19 and spreading it to others, including family members. Participant acknowledges that, due to their physical nature, Activities may carry a greater risk than other activities of exposure to COVID-19, and that, even when all reasonable precautions are taken, there is an unavoidable risk of exposure to COVID-19. Participant represents that he/she is familiar with the current guidelines of the Centers for Disease Control and Prevention (“CDC”) and those of the state and local governments in the locale where Participant plans to engage in the Activities regarding prevention of COVID-19. Participant acknowledges and understands that the circumstances surrounding COVID-19 are changing from day to day and that, accordingly, the CDC and applicable government guidelines are regularly modified and updated and Participant accepts full responsibility for keeping current on the most recent updates. Participant agrees to not to participate in the Activities if Participant has COVID-19 or has reason to believe that Participant might have COVID-19. Participant agrees to not knowingly expose others to COVID-19.

Participant represents that he/she appreciates the nature and extent of the foregoing dangers and, despite these dangers, voluntarily accepts the associated risk. Participant hereby assumes full responsibility for all dangers and risks, both known or unknown, regardless of the cause.

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 as follows:

- a. he/she is aware of the risks associated with entering the Property, the use of the land, and the participation in Activities;
- b. he /she is in sufficiently good health to enter the Property and/or participate in the Activities afforded to him/her and has not experienced symptoms of COVID-19 within the last fourteen (14) days (including, but not limited to fever, chills, fatigue, cough, loss of sense of taste or smell) and that he/she has not been in close proximity to anyone who has been diagnosed with COVID-19 in the past fourteen (14) days;
- c. he/she is familiar with the weapons, ammunition, devices, equipment, and tools to be used and the procedures required for the safe operation of those weapons, ammunition, devices, equipment, and tools; that he/she has sufficient skill to operate the weapons, ammunition, devices, equipment, and tools safely; and that he/she is fully and solely responsible for the selection, examination, adjustment, maintenance and operation of the weapons, ammunition, devices, tools, and equipment to be used;
- d. he/she is aware of the risks associated with COVID-19 and that Releasees cannot prevent his/her exposure to or contraction of COVID-19;
- e. 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 or instructions with respect to being on the Property and/or participating in the Activities;
- f. he/she will follow and abide by all rules and regulations and instructions imposed by Releasees with respect to any Activities and understands that many activities will be conducted with Participant's assumption of the risk (including swimming, exploring, hiking, cleaning and handling weapons and ammunition, and other Activities); and
- g. he/she has chosen to enter the Property and participate in the Activities as an act of his/her own free will and that he/she is not acting under any duress, coercive effect or agent.

3. Safety Rules and Practices

Participant further warrants and represents that Participant will listen to any and all on-site safety rules, instructions, or practices stated by the Releasees, and agents, contractors, or guides leading or conducting the Activities and that Participant will adhere to all safety rules and practices stated by the Releasees, and agents, contractors, or guides. Participant additionally warrants and represents that Participant will follow any safety protocols or instructions aimed at reducing exposure to COVID-19 implemented at Turkey Hill Plantation. Participant understands and agrees that adhering to all safety rules and practices is an express condition and requirement to Participant participating in Activities at Turkey Hill Plantation.

4. 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, estate, assigns, personal representatives, guardians, and next of kin, 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 entering the Property and/or 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, tools, devices, weapons, or ammunition used whether or not supplied or inspected by Releasees, or any claims or losses arising by reason of Participant's exposure to, contraction or spread of COVID-19.

b. Agree not to assign any such claim, and further 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 arising out of Participant entering the Property and/or 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, OR FROM PARTICIPANT'S EXPOSURE TO, CONTRACTION OR SPREAD OF COVID-19.

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, PARTICIPANT'S EXPOSURE TO, CONTRACTION OR SPREAD OF COVID-19, 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.

In addition, the Participant acknowledges and agrees that Turkey Hill, Cypress Woods and CDEF recommend the use of a helmet or other appropriate head protection gear when participating in Activities that include horseback riding or when operating (or riding as a passenger on) an all-terrain vehicle (also known as ATVs).

5. Definitions.

a. "Activities" shall mean any activity on the Property and 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), handling or use of ammunition, sport clays, shooting instruction, trail riding horseback riding, bicycle riding, operating or riding on all-terrain vehicles, animal interaction (including wildlife and domestic animals), swimming (both including inside and outside facilities), camping, exploring, cooking, exercising (including the use of any exercise equipment located inside or outside of any building or structure), tennis, interacting with dogs or other animals, physical activities of any kind, staying in the accommodations, dining on the Property, fires, 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 undersigned, anyone accompanying the undersigned on the Property, 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 owners, directors, shareholders, officers, members, officials, lessors, employees, agents, managers, insurance carriers, affiliated entities, contractors, attorneys, invitees and guests, or any of them.

6. 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. 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 entry on the Property and/or 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. This Agreement shall survive during any periods of time that Participant does not enter the Property or participate in any Activities on the Property; and be enforceable at such times as Participant does enter the Property and participate in Activities on the Property.

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

g. THE PARTICIPANT HAS READ THIS RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF ALL RISKS, AND HOLD HARMLESS AGREEMENT, FULLY UNDERSTANDING ITS TERMS, AND 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.

h. 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. Participant and Releasees agree that: this Waiver shall be interpreted and governed in accordance with the laws of the State of South Carolina; any litigation arising out of Participant's use of the Property and/or this Waiver shall be commenced in a South Carolina court having jurisdiction over claims occurring on the Property; there is no promise or agreement on the part of the persons or entities who are hereby released to do or omit to do any act or thing not herein mentioned; this Waiver contains the entire agreement, and that the terms of this Waiver are contractual and not a mere recital; should any provision of this Waiver be void or become unenforceable at law or in equity, the remaining provisions shall remain in full force and effect.

7. 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: _____

Print Name of Adult: _____

Address: _____

Telephone: _____ Date (MM/DD/YY): _____

Print Name of Student Shooting Athlete: _____