

LIABILITY WAIVER AND RELEASE

In consideration for permission to enter onto the premises (the “Premises”) in the possession of Honey Badger DGA, LLC (“Honey Badger”), the person(s) named below (individual or collectively, the “Visitor”), hereby agrees to the following:

Release and Waiver of Liability. Visitor recognizes that there are inherent dangers associated with entry onto the Premises and in engaging in recreational (such as ziplining) or commercial (such as harvesting nuts) activities, both natural and man-created, including but not limited to serious injury, death, or damage to property. Visitor agrees to follow all posted rules and warnings and Honey Badger’s instruction. Visitor also recognizes that there are inherent dangers associated with logging, tree-nut cultivation, allergens, ranches, barns and stables, ziplines, recreational vehicles, farming, equipment use, and rural property, both natural and man-created, including but not limited to hidden ground openings, falling and felled trees, tree stumps, falling from heights, poisonous plants, wild animals, environmental matters, chemical overspray, hunters, recreational vehicles, firearms, farm instruments, equipment failure, other visitors, and various other dangers that may forcibly occur during Visitor’s presence on the Premises. Visitor recognizes that any property damage or injuries that Visitor may sustain on the Premises may be compounded by negligent emergency response or rescue operations. Visitors recognizes and accepts these dangers and the possible existence of dangerous physical conditions on the Premises. With the acknowledgement of these dangers and conditions in mind, as a condition to Honey Badger granting Visitor access to the Premises, and to the full extent permitted by law, Visitor does hereby accept and assumes all risks of injury, death, or property damage and does hereby waive, release, discharge, and covenant not to sue Honey Badger or its members, managers, officers, directors, employees, agents, affiliates, successors, and assigns (collectively, the “Releasees”) from any and all claims and liability for loss, costs, damages, or injury either to persons or property sustained by Visitor or any other person on or on the Premises, EVEN IF CAUSED BY HONEY BADGER’S NEGLIGENCE; provided, that this release of liability does not extend to injuries caused by Honey Badger’s grossly negligent or intentional conduct. Visitor shall defend, indemnify, and hold the Releasees harmless from any and all claims, demands, damages, liabilities, losses, costs, and expenses (including attorney’s fees incurred by the Releasees in responding to or defending any action and the cost of pursuing any insurance providers) arising directly or indirectly from (a) any use of the Premises by Visitor and its members, shareholders, partners, managers, directors, officers, agents, employees, contractors, or affiliated parties (each, a “Visitor Party”), including injuries caused to neighboring property or its owners by a Visitor Party; and (b) any act or omission (including negligent acts or omissions) of any Visitor Party.

Disclaimer; Limitation of Liability. TO THE FULL EXTENT PERMITTED BY LAW (a) IN NO EVENT WILL HONEY BADGER BE LIABLE TO VISITOR OR ANY OTHER VISITOR PARTY FOR ANY COVER, LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), A VISITOR PARTY OR RELEASEE’S USE OF THE PREMISES, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HONEY BADGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) HONEY BADGER MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATION OR WARRANTY REGARDING THE PREMISES, ITS CONDITION, OR ITS SUITABILITY FOR VISITOR.

No Continuing Right to Enter Premises. Nothing contained in this Waiver shall be deemed to create a lease, easement, or continuing right to enter the Premises other than a one-time, revocable, non-transferable license to Visitor to enter the Premises. The terms of this Waiver shall be effective and binding on Visitor for all entries on the Premises, now and in the future, until Visitor delivers to Honey Badger a written revocation of this Waiver.

BY SIGNING THIS WAIVER, VISITOR (AND VISITOR’S GUARDIAN, IF APPLICABLE) ACKNOWLEDGES AND AGREES THAT VISITOR (a) is at least 18 years of age or has had this Waiver signed by Visitor’s lawful guardian in the space below and, if a guardian of Visitor is signing this waiver, the guardian hereby consents to the participation of the minor for all activities on the Premises, including the use of ziplines and recreational vehicles, (b) has read and understood all of the terms of this Waiver, (c) **IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HONEY BADGER FOR INJURIES SUSTAINED ON THE PREMISES,** (d) is signing this Waiver freely and voluntarily, (e) has been given a reasonable opportunity to review this Waiver with legal counsel, and (f) intends that their signature be a complete and unconditional release of all liability of the Releasees, to the greatest extent allowed by the laws of Missouri. This Waiver shall be governed, construed, and interpreted solely in accordance with the Laws of the State of Missouri. This Waiver shall be binding upon and enforceable against each party signing this waiver and their representatives, spouses, assigns, heirs, and next of kin, without limitation. If any part of this Waiver is held invalid, the remainder shall not be affected.

Visitor:	Visitor:	Visitor:	Visitor:
Name:	Name:	Name:	Name:
Date:	Date:	Date:	Date:
Address:	Address:	Address:	Address:

I, the undersigned, am the parent or legal guardian of the minor named above and by signing below, I hereby do consent to the terms and conditions of this Waiver on behalf of myself and the above-named minor, including the indemnification obligations set forth herein, and hereby agree to waive on behalf of such minor and myself, the rights required to be waived by this Waiver and will assume full financial and legal responsibility for the minor.

Name:	Name:	Name:	Name:
Date:	Date:	Date:	Date:
Address:	Address:	Address:	Address: