



RELEASE AND WAIVER OF LIABILITY

Participant hereby acknowledges that Participant has read the terms and conditions of this Release and Waiver of Liability. Participant acknowledges and understands that neither The Country Schoolhouse Education Resource Center, Inc., a Mississippi non-profit corporation (the “Country Schoolhouse”), nor, Beaver Creek Farms, LLC, a Mississippi limited liability company, make any warranties, either express or implied, as to the condition and/or safety associated with the services provided and other related activities or the property, which will be conducted on property which the Country Schoolhouse leases and which is owned by Beaver Creek Farms, LLC, at or about 70 Thames Lane, Purvis, Lamar County, MS 39475 (Hereinafter referred to as “Property”).

DESCRIPTION OF SERVICES PROVIDED

The Country Schoolhouse Education Resource Center, Inc., is legal entity that provides various services, both on and away from the Property, including but not limited to, education classes to provide education enrichment to reinforce core subjects through active engagement in agriculture (including, but not limited to, indoor and outdoor demonstrations of sustainable agriculture, utilizing cattle, pigs, goats, bees and catfish), technology and art. The Country Schoolhouse Education Resource Center, Inc., also offers field trips (away from the Property) and social events to further create a community of learners among students and promote social and emotional development (collectively, the “Services”).

In consideration for the Services that are rendered on and away from the Property by Releasees, or their affiliates to the Participant or Participant’s Legal Guardian, the Participant or Participant’s Legal Guardian waives any and all legal remedies, rights and/or causes of action pursuant to Mississippi’s laws and statutes that Participant or Participant’s Legal Guardian could otherwise pursue against Releasees and releases, and discharges, on behalf of Participant and Participant’s executors, administrators, heirs, next of kin, successors, and assigns, The Country Schoolhouse Education Resource Center, Inc., and Beaver Creek Farms, LLC, of Lamar County, MS, and owners of any neighboring properties and their respective members, directors, officers, employees, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants (Hereinafter referred to as “the Releasees”), from any and all liability for Participant’s death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs, or actions of any kind whatsoever, which hereafter may directly or indirectly accrue to Participant by virtue of Participant’s or Participants Legal Guardian’s participation in any Services or any future Services, Participant’s volunteering for any future event, or Participant’s travel to or from any activity or Servies, or Participants use of the Property or any facilities on the Property due to the negligence, carelessness, or recklessness of the Releasees or due to any dangerous or defective equipment or property that is owned or that is negligently, carelessly, or recklessly maintained, operated or controlled by the Releasees.

INHERENT DANGEROUS RISK ASSOCIATED WITH LIVESTOCK AND UNDEVELOPED REAL PROPERTY

The Participant or the Participant's Legal Guardian acknowledges and appreciates the inherent risk associated with the Services and otherwise assumes such risk, which includes but is not limited to terrain changes (including, but not limited to, holes, water reservoirs, or fallen trees) either caused by other participants or the Releasees or by acts of God; acts by livestock or other undomesticated or wild animals on the Property, or which might stray onto the Property from neighboring property; improper use of equipment; other participant's negligence or intentional acts while on the property; the actions of third parties including, but not limited to Participants, volunteers, spectators, teachers, and/or Participants Legal Guardian. These risks are not only inherent to Participants, but are also present for volunteers and anyone else desiring to participate in activities, events, or practice on the property.

The Participant or the Participant's Legal Guardian acknowledge and agree that the dangerous conditions listed above serve to warn and make Participant and Participant's Legal Guardian aware, appreciate and understand that dangerous conditions, risks and hazards exist, both obvious and latent, both natural and man-made, that may exist on the Property and which can cause serious bodily injury or death and damage or destruction to personal property. Participant or the Participant's Legal Guardian understand that their presence and activities on the Property expose them and their personal property to these dangerous conditions, include, but are not limited to, poisonous snakes, insects, and spiders, eroded areas, holes, uncovered wells, steep inclines, sharp and jagged rocks located both on and off roadways and trails that create rough, hazardous, and dangerous driving and walking conditions; animals, both wild and domestic may be diseased and/or possessed with propensities to injure or kill humans; rushing and still water with perils lurking above and beneath the surface; and the use of vehicles, boats and ATV's both on and off roadways, waterways, ponds, and lakes (collectively, the "Dangerous Conditions").

INDEMNITY AND COVENANT NOT TO SUE

Participant or Participant's Legal Guardian hereby agree to indemnify and hold the Releasees harmless from and against any and all liability, loss, damage or injury as well as all costs and expenses (including attorneys' fees and costs of any litigation related thereto), suffered or incurred by Releasees, to the extent arising from any of Participant's actions or inactions whatsoever whether now or in the future, including but not limited to negligent, intentional or reckless misconduct, acts or omissions and/or its' affiliates for providing the aforementioned services on said Property along with any of the Dangerous Conditions encountered on the Property.

Participant or Participant's Legal Guardian realizes that his/her injury, death or property loss may arise from negligence or carelessness on the part of the Releasees from or related to dangerous or defective equipment, property owned, maintained or controlled by the Releasees or because of any other actions, inactions, carelessness, recklessness or negligence on the part of the Releasees whether or not related to any Services.

CERTIFICATION OF FITNESS

Participant or Participant's Legal Guardian certifies and attest that he/she is sufficiently capable mentally and physically for the purposes of receiving the Services from The Country Schoolhouse Education Resource Center, Inc., and attests the he/she has not been advised of any unfitness to do so by a qualified medical person. Futhermore, Participant or Participant's Legal Guardian has no physical or medical condition which, to participant's knowledge, would endanger Participant or others if Participant participates in Services provided by The Country Schoolhouse Education Resource Center, Inc., on or away from the Property.

ASSUMPTION OF THE RISK

PARTICIPANT UNDERSTANDS THAT THERE ARE INHERENT HAZARDOUS RISKS AND DANGEROUS CONDITIONS ASSOCIATED WITH ANY SERVICE PROVIDED AND THE USE OF THE PROPERTY, WHICH COULD INCLUDE SERIOUS INJURY OR DEATH, AND PARTICIPANT FREELY ASSUMES THE RISK OF ANY AND ALL INJURIES THAT PARTICIPANT MAY SUSTAIN.

PARTICIPANT'S AUTHORIZATION FOR MEDICAL TREATMENT

In the event of an injury, accident, or illness, participant hereby consents to receive medical treatment which may be considered necessary or advisable in the judgment of licensed physician or medically trained personnel.

SEVERABILITY

If any term, provision, covenant, release, assumption or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

MINORS & SUCCESSORS

The undersigned parent, custodian or legal guardian of Participant does hereby represent that he/she is, in fact, acting in such capacity and, in agreement with the terms and conditions herein, agrees to save and hold harmless and indemnify each and all of the Releasees referred to above from any and all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the minor Participant and the parents or legal guardian of such Participant.

The undersigned hereby further covenants and agrees that the undersigned, heirs, successors, and assigns will not make any claim or institute any suit or action at law or in equity against the Releasees named above or their respective owners, partners, officers, heirs, agents, representatives, employees, successors or assigns by reason of the active or passive negligent

conduct of the Releasees, or by reason of the condition(s) of the Property, whether Dangerous Conditions or otherwise, natural or man-made and whether the condition is caused by the active or passive negligence of the Releasees .

WITNESS MY SIGNATURE:

Name of Participant (print): _____

Name of Participant (print): _____

Name of Participant (print): _____

Name of Participant (print): _____

Parent/Guardian name (print): _____

Signature of Parent/ Guardian: _____

Date: _____