

RELEASE

THIS RELEASE AGREEMENT (herein the "Release") made and entered into this ____ day of _____, 20____, by and between _____, (herein the "Releasor(s)") and ELLERSLIE FISHING LODGE, INC., (herein "Ellerslie"), BRUMBERG HOLDINGS, INC., (herein "Brumberg Holdings") and JACK B. BRUMBERG, DOROTHY BRUMBERG, ROBBY BRUMBERG, SARAH BRUMBERG and TIARA BRUMBERG, (herein the "Brumbergs") (Ellerslie, Brumberg Holdings and the Brumbergs collectively referred to herein as "Releasees").

W I T N E S S E T H:

WHEREAS, Releasor(s) have rented accommodations from Ellerslie in connection with their access and use of a lake for fishing and other related sports activity on property of the Brumbergs; and

WHEREAS, Releasor's(s) utilization of the lake will be unsupervised in that neither of the Releasees have any life guards or other safety personnel at the lake or on the adjoining property; and

WHEREAS, access to the lake is across natural environmental areas which have not been improved with walkways, lighting or other safety features; and

WHEREAS, the real property adjoining and surrounding the lake and access thereto contains animals, snakes and other outdoor insects whose location is unknown and presence is beyond control of the Releasees; and

WHEREAS, Releasor(s) have been advised of certain risks incidental with use of the lake and the real property surrounding same, and are willing to accept any risks in connection with their utilization of the lake and real property surrounding same being maintained in its natural environmental condition; and

WHEREAS, Releasor(s) have assured Releasees that they are fully responsible for and agree to properly supervise and control any minor child and/or pet animals as may be with them in connection with their enjoyment of the lake and real property surrounding same.

NOW THEREFORE, for and in consideration of the rights to utilize the lake and real property surrounding same in connection with fishing or any other outdoor sports activities Releasor(s), for himself, his personal representatives, heirs and next of kin does (do) release, waive, discharge and covenant not to sue Releasees, their officers, shareholders and individuals from any and all liability to the Releasor(s), his personal representatives, heirs, and next of kin for all loss or damage, and any claim or damage, on account of injury to the person or property of the Releasor(s) while the Releasor(s) is/are fishing, traversing the real property of Releasees or any other outdoor sports activity in connection with their utilization of the lake and real property surrounding same.

Releasor(s) agree(s) to indemnify the Releasees and each of them from any loss, liability, damage or cost Releasees may incur due to the presence of Releasor(s) in or upon the real property of Brumbergs including the lake located thereon.

Releasor(s) assume(s) full responsibility for any risk of bodily injury, death or property damage while in or upon the real property of Brumbergs and the lake surrounding same, and/or while competing in fishing or other outdoor sports activities while utilizing the lake and real property surrounding same.

Releasor(s) expressly agrees that this Release, waiver and indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that if any portion of the Agreement is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

Releasor(s) further states that he has carefully read the above Release and knows the contents of the Release and signs it as his own free act.

This Release contains the entire agreement between the parties to this Agreement, and the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement on the day and year first above written by affixing their hands and seals to this instrument.

“RELEASOR(S)”

Witness

“RELEASEES”

ELLERSLIE FISHING LODGE, INC.

By: _____
Its: _____

BRUMBERG HOLDINGS, INC.

By: _____
Its: _____

JACK B. BRUMBERG

DOROTHY BRUMBERG