

RELEASE OF LIABILITY AND WAIVER OF RIGHTS

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND A VOLUNTARY WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ IT CAREFULLY BEFORE SIGNING.

I (“I” or the “Participant”) have voluntarily chosen to participate in or observe certain recreational activities on certain real property (the “Property”) located in Lee, Estill and Powell Counties in Kentucky, and leased by Boneyard Hollow LLC, a Kentucky limited liability company (the “Company”), from the landowner, which activities may include, but are not limited to, ATV, UTV, four-wheeler, jeep, truck and other vehicle driving or riding and other outdoor activities (collectively, the “Activities”). In consideration of being permitted to participate in or observe the Activities and enter the Property, I hereby irrevocably and unconditionally agree for myself and my personal representatives, spouse, legal guardians, heirs, minor children, next-of-kin, estate, executor, insurers, successors, and assigns, as follows:

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. I understand there are certain inherent RISKS, HAZARDS AND DANGERS associated with the Activities that cannot be eliminated or itemized, including, but not limited to, risks from physical exertion; from falls; from contact with animals, insects or plants; from terrain, obstacles, trees, bodies of water, ramps, trails, traces, unaltered natural terrain, inclines or declines, mud bowls, and man-made features or alterations to natural terrain, whether obvious or not obvious; from forces of nature or weather conditions; from the remoteness of the Property; from travel in or on a vehicle, on or off a road; from accidents, rescue operations, and emergency treatment; from uncontrollable vehicles, wrecking, jumping, landing, performing tricks, or colliding with objects, users, staff, bystanders, spectators or other persons; from the presence of others on the Property, including those with different levels of skill and ability than myself; and/or from the innocent, negligent, or reckless actions of other individuals. Risk is part of the fun of the Activities and a reason for my participation in the Activities and/or presence on the Property. I acknowledge that any of the risks and hazards, known and unknown, associated with the Activities could result in SERIOUS PERSONAL AND BODILY INJURY OR DEATH, AND SEVERE PERSONAL AND ECONOMIC LOSS, DAMAGE OR EXPENSE, TO MYSELF, TO OTHERS, AND TO MY AND OTHERS’ PROPERTY. I am able to assess the risks and hazards associated with the Activities, as well as my abilities and fitness for participating in and/or observing the Activities. I am physically capable of safely performing the Activities and I agree to be solely responsible for limiting my participation and/or observation to a level that is appropriate for me. I am voluntarily entering into the Property and participating in or observing the Activities based on my independent assessment and not in reliance on any representation of the Company or its Affiliates (as defined below). I have considered all risks involved and knowingly and willingly assume all risks of injury, death, loss, damage or expense from my participation in or observation of the Activities or my presence on the Property, no matter how remote or unlikely, including risks that are not known or reasonably foreseeable at this time, whether or not such injury, death, loss, damage or expense results from my own actions, inactions, or negligence; the actions, inactions, or negligence of the Company, its Affiliates or others; the condition of the Property or any of the facilities, equipment, vehicles, trails or other improvements located thereon; or any other cause.

RELEASE AND WAIVER. As lawful consideration for permission to enter the Property, I hereby FULLY AND FOREVER RELEASE, WAIVE AND DISCHARGE the Company, its affiliates (including without limitation the owner of the Property), and any and all of the Company’s and its affiliates’ respective officers, members, owners, shareholders, managers, directors, agents, employees, affiliated organizations, insurers, sponsors, advertisers, successors and assigns (collectively, “Affiliates”) from and for any and all injury, death, loss, damage, expense (including medical or hospital expense),

claim (including negligence claim), demand, lawsuit, cause of action, judgment, or other liability, whether sustained by me, by others, or to my or others' property, that directly or indirectly results from or arises out of or in conjunction with my participation in or observation of the Activities or my presence on the Property (collectively, "Loss" or "Losses"), whether or not such Losses result from their negligence, injudicious act, omission, or other fault, or from any other cause.

COVENANT NOT TO SUE. I further agree not to sue or make any claim against, initiate any other court action or legal proceeding or demand against, attach the property of, or prosecute the Company or its Affiliates for any Loss, nor join or assist in any of the foregoing by others, whether or not such Loss results from their negligence, injudicious act, omission, or other fault, or from any other cause, and I waive any right I may have to do so. **THIS MEANS THAT I CANNOT SUE TO HOLD THE COMPANY OR ITS AFFILIATES RESPONSIBLE FOR ANY LOSS SUSTAINED BY ME, BY OTHERS, OR TO MY OR OTHERS' PROPERTY IN CONNECTION WITH THE ACTIVITIES OR MY PRESENCE ON THE PROPERTY, EVEN IF IT IS DUE TO THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION, OR OTHER FAULT OF THE COMPANY OR ITS AFFILIATES.** I also WAIVE my insurers' right to make a claim against the Company or its Affiliates based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against the Company or its Affiliates. If I violate this agreement by filing such a suit, making such a claim, or taking any of the other actions described above, I agree to pay all associated attorneys' fees and costs and all other costs of enforcement incurred by the Company and its Affiliates.

INDEMNIFICATION. I further agree to DEFEND, INDEMNIFY, REIMBURSE, SAVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES from, for and against any and all Losses (including attorney fees and other costs of enforcement) of whatever kind or nature, including without limitation any injury, death, loss, damage or expense, in any manner arising out of or related to my participation in or observation of the Activities or my presence on the Property. I will reimburse the Company or its Affiliates if anyone makes a claim against the Company or its Affiliates in connection with my participation in or observation of the Activities or my presence on the Property, including without limitation any accident I may be involved in or any injury, death, loss, damage or expense to me, others, or my or others' property, however caused.

MEDICAL TREATMENT AND EXPENSES. I hereby consent to receive any medical treatment, medical transportation and/or evacuation which may be deemed necessary in the event of any illness, accident, injury, or medical emergency resulting from or in connection with my participation in or observation of the Activities or my presence on the Property, and understand that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.

REPRESENTATIONS, WARRANTIES AND COVENANTS. I hereby represent, warrant and covenant as follows: I am solely responsible for selecting an Activity that suits my experience and ability. I am in good health and proper physical condition and have no medical, health or other condition which will put myself or others at increased risk while participating in or observing the Activities. If at any time I believe conditions to be unsafe or believe that I am no longer in proper physical condition to participate in or observe the Activities, I will immediately discontinue further participation in or observation of the Activities and (in the event I believe conditions to be unsafe) immediately bring such conditions to the attention of the Company. I agree to follow all posted, published, mailed or e-mailed (or otherwise provided) rules and procedures. I will, at all times, remain in authorized areas of the Property and maintain safe distances from any equipment, structures, other improvements and other persons on the Property (including, without limitation, oil or gas wells, tanks, pipelines and related equipment). I will follow any and all instructions, recommendations, and cautions of the Company and its Affiliates at all times during

the Activities, including without limitation in respect of my operation of any vehicle or other participation in or observation of the Activities. I will comply with all applicable laws, ordinances, statutes, rules, and regulations, whether federal, state, local or otherwise (collectively, "Applicable Law") while participating in or observing the Activities. I will operate all vehicles on the Property in a safe manner and not in a manner that would put others at risk. In the event I am participating in the Activities, I have inspected and regularly maintained my vehicle and have determined that it is in good condition and is fit for participation in the Activities. I have adequate insurance to cover any Losses sustained or caused by me while participating in or observing the Activities. I will not operate or be a passenger in any vehicle on the Property while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which could impair my ability to operate or ride in a vehicle. I HAVE READ THIS RELEASE OF LIABILITY AND WAIVER OF RIGHTS AND HAVE THE ABILITY AND AUTHORITY TO AGREE TO ITS TERMS.

CHOICE OF FORUM; GOVERNING LAW; WAIVER OF JURY TRIAL. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any and all disputes arising under this agreement shall be heard exclusively in either the state courts located within the County of Lee in the Commonwealth of Kentucky or the United States District Courts for the Eastern District of Kentucky and I hereby agree and submit to the personal and exclusive jurisdiction of these Courts. I HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT I MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ACTIVITIES OR MY PRESENCE ON THE PROPERTY.

PUBLICITY. I am aware that cameras and recording equipment may be present on the Property and I grant the Company and its Affiliates the right to use my name and likeness, together with all right, title and interest in and to any and all photographic images, video or audio recordings of me that are made by or on behalf of the Company or its Affiliates, in connection with the Activities, the Property or the Company for any publicity and without further compensation or permission.

MISCELLANEOUS. THIS AGREEMENT SHALL BE LEGALLY BINDING ON ME AND ON MY PERSONAL REPRESENTATIVES, SPOUSE, LEGAL GUARDIANS, HEIRS, MINOR CHILDREN, NEXT-OF-KIN, ESTATE, EXECUTOR, INSURERS, SUCCESSORS, AND ASSIGNS. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this agreement shall be construed and interpreted as broadly as possible under Applicable Law and shall be enforceable to the fullest extent permitted by Applicable Law. If any term or provision of this agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and such term or provision shall be deemed modified (and I hereby consent to any such modification by a court of competent jurisdiction) to the minimum extent necessary to make such term or provision enforceable under the circumstances. The terms of this agreement shall continue from this date forever and shall apply to all of my future Activities or presences on the Property, regardless of date. This agreement constitutes the entire agreement between the Company and me and supersedes any previous or contemporaneous discussions or agreements among me, the Company and/or its Affiliates in respect of these matters. I specifically acknowledge and agree that this agreement is not intended to be a general release subject to such limitations and conditions as would otherwise apply under Applicable Law, and I additionally agree to (and hereby do) WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. Execution and delivery of this agreement

by electronic means shall be deemed to have the same effect as physical execution and delivery and shall not adversely affect the validity or enforceability of this agreement.

BY SIGNING BELOW, I ACKNOWLEDGE AS FOLLOWS: I HAVE CAREFULLY READ THE ABOVE AND FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT. I AM AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS AGREEMENT AND I UNDERSTAND AND AGREE THAT I AM RELEASING CERTAIN RIGHTS THAT I MAY HAVE, INCLUDING THE RIGHT TO SUE, AND THAT THIS AGREEMENT IS LEGALLY BINDING ON ME AND ON MY PERSONAL REPRESENTATIVES, SPOUSE, LEGAL GUARDIANS, HEIRS, MINOR CHILDREN, NEXT-OF-KIN, ESTATE, EXECUTOR, INSURERS, SUCCESSORS, AND ASSIGNS. I ENTER INTO THIS AGREEMENT KNOWINGLY, FREELY, VOLUNTARILY, AND INTENTIONALLY AND OF MY OWN FREE WILL, AFTER DUE CONSIDERATION AND AFTER THE OPPORTUNITY TO CONSULT LEGAL COUNSEL, WITHOUT INDUCEMENT AND WITHOUT ANY ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME. I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF THE COMPANY IN ALLOWING ME TO PARTICIPATE IN OR OBSERVE THE ACTIVITIES (INCLUDING WITHOUT LIMITATION TO DRIVE ANY ATV, UTV, FOUR-WHEELER OR OTHER VEHICLE PROVIDED BY ME, THE COMPANY, OR OTHER PARTIES) OR TO ENTER THE PROPERTY.

Participant's Signature

____/____/____
Date

Participant's Printed Name

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, AGREEMENT AND SIGNATURE OF PARTICIPANT'S PARENT OR GUARDIAN IS ALSO REQUIRED IN ADDITION TO THE AGREEMENT AND SIGNATURE OF PARTICIPANT:

AS AN ADULT OVER THE AGE OF 18 AND THE PARENT OR LEGAL GUARDIAN OF PARTICIPANT, I HEREBY WARRANT THAT I HAVE THE LEGAL RIGHT TO CONSENT (ON BEHALF OF MYSELF AND PARTICIPANT) TO, AND HEREBY AFFIRM AND AGREE (ON BEHALF OF MYSELF AND PARTICIPANT) TO BE BOUND BY, EACH OF THE CONDITIONS AND TERMS OF THIS AGREEMENT STATED ABOVE, AND HEREBY TAKE FULL RESPONSIBILITY FOR ALL OF PARTICIPANT'S ACTIONS AND PRESENCE ON THE PROPERTY.

Parent or Legal Guardian's Signature

____/____/____
Date

Parent or Legal Guardian's Printed Name