

SIMMONS MILL POND FISHING CLUB MEMBER

RELEASE AND INDEMNITY AGREEMENT

The Member, being of lawful age, for and in consideration of the right of being allowed to Fish or otherwise use or enter onto Property as defined as Simmons Mill Pond, a member of the "Fishing Club" does hereby agree to release and forever discharge and for my heirs, executors, administrators and assigns, do release and forever discharge the "Owners" and all members of the "Fishing Club" their heirs, executors, administrators and assigns, for any and all claims, demands, rights and caused of action of whatsoever kind and nature arising from, my entering upon or using the Property for any reason whatsoever. The term "Property" shall include all property of the "Ownership" located in Bulloch County to which permission to Fish has been granted to the Fishing Club Member, his family and guest.

This Release and Indemnity Agreement is intended to discharge in advance all persons being released from any accident which may occur on the Property by reason of any condition, including dangerous conditions such as stump holes, standing dead timber, deep water, water related accidents, boating accidents or other accidents caused by hazards, known or unknown.

Members acknowledge and agree that Fishing from banks and or Boats can be dangerous for which I, as a Fishing Club Member, will assume all risk, and I specifically assume the risk of any dangerous conditions on the "Property and Lake".

This agreement to release, indemnify and hold harmless the persons or Entity referred to above specifically includes, but is not limited to, all liabilities, cost and expenses, including attorney's fees and expenses of litigation, incurred by such persons in defending any claim, suit or demand brought, made or filed by member or member's guest by representative, heirs or assigns.

The indemnity granted herein to The "Owners" shall include any claims for liability which may be made against any or all of the owners arising from activities or the "Fishing Club" or its members and made or asserted by a member or guest who has not acknowledged this form or indemnity agreement in favor of the "Property Owners".

It is expressly understood and agreed that the provisions of this Agreement are severable. If any term or provision hereof be declared illegal, void or unenforceable, all other provisions shall remain binding and enforceable.

The prospective member acknowledges by completing and signing the "Membership Application" that he/she has read the "Club Rules" and the "Release and Indemnity Agreement" and agrees to all terms and conditions of the Club Rules and Release and Indemnity Agreement, and does so freely and voluntarily.