

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY,
ASSUMPTION OF ALL RISKS, AND HOLD HARMLESS AGREEMENT (the "AGREEMENT")**

In consideration of DILLON BASS LAKE, LLC ("Dillon Bass Lake") granting permission to enter and stay at the Property and/or engage in "Activities", as hereinafter defined, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, individually and as parent or guardian of any minor child (if applicable), (hereinafter "the Guest"), agree(s) as follows:

1. Acknowledgments.

The Guest acknowledges that he/she has voluntarily chosen to enter and stay at the Property and/or engage in certain Activities as defined in this Agreement. The Guest acknowledges the dangers associated with entering and staying at the Property and/or engaging in those Activities carries a risk of personal injury, death and/or property damage. The Guest recognizes that those risks cannot be eliminated.

The Guest further acknowledges that he/she will be utilizing Dillon Bass Lake's property, which is a wilderness property (the "Property"), and that such Property presents inherent risks to users of the land, some of which are obvious and some of which may be less than obvious due to the wilderness conditions.

The Guest further acknowledges that he/she has voluntarily chosen to enter and stay at the Property and/or engage in Activities while being fully aware of the risks related to COVID-19 (also known as "Coronavirus"). The Centers for Disease Control ("CDC") continue to warn of the health risks associated with COVID-19. The CDC cautions that the virus is contagious, can be spread through in-person contact, and possibly through the air and contaminated surfaces. COVID-19 can cause serious illness and even death. Dillon Bass Lake cannot guarantee that Guest will not be exposed to or contract COVID-19 while Guest enters and stays at the Property and/or engages in Activities. Guest acknowledges and understands that as a result of voluntarily entering and staying at the Property and/or engaging in Activities, Guest may be increasing his/her risk of contracting COVID-19 and spreading it to others, including family members. Guest acknowledges that, due to their physical nature, Activities may carry a greater risk than other activities of exposure to COVID-19, and that, even when all reasonable precautions are taken, there is an unavoidable risk of exposure to COVID-19.

2. Covenants by Guest.

In consideration of and as a material inducement for Dillon Bass Lake to allow the Guest to enter and stay at the Property and/or participate in Activities, the Guest covenants as follows:

a. he/she is aware of the risks associated with entering and staying at the Property and the participation in Activities;

b. he/she is in sufficiently good health to enter and stay at the Property and participate in the Activities afforded to him/her;

c. he/she is aware of the risks associated with COVID-19 and that Dillon Bass Lake cannot prevent his/her exposure to or contraction of COVID-19 when he/she enters or stays at the Property and participates in Activities;

e. he/she will follow and abide by all directions and rules and regulations imposed by Dillon Bass Lake or any Dillon Bass Lake representative with respect to stays or Activities at the Property;

f. he/she will follow and abide by all Bass Lake Campground Policies, Rules and Regulations imposed by Dillon Bass Lake with respect to stays at the Property and any Activities, including, but not limited to, rules that prohibit swimming at Dillon Bass Lake and hunting on Dillon Bass Lake grounds, and understands that staying at Dillon Bass Lake and engaging in Activities will be conducted with Guest's assumption of the risk (including, but not

limited to, camping, canoeing and fishing);

g. he/she has chosen to enter and stay at the Property and/or participate in any Activities as an act of his/her own free will and that he/she is not acting under any coercive affect or agent.

3. Safety Rules and Practices.

Guest warrants and represents that Guest will listen to and follow any and all Bass Lake Campground Policies, Rules and Regulations. Guest additionally warrants and represents that Guest will follow any safety protocols or instructions aimed at reducing exposure to COVID-19 implemented at Dillon Bass Lake. Guest understands and agrees that adhering to all safety rules and practices is an express condition and requirement to Guest utilizing Dillon Bass Lake Property and participating in Activities at Dillon Bass Lake.

4. Supervision of Minors.

Guest understands and acknowledges that minors are permitted to use the Property, but **must be accompanied by an adult age 18 or older.**

5. Prohibited Activities.

Guest understands and acknowledges that **SWIMMING AND HUNTING ARE AT ALL TIMES PROHIBITED** at Dillon Bass Lake. Guest agrees that he/she will neither swim nor hunt on Dillon Bass Lake grounds. Guest further agrees that he/she will not engage in any other Activities prohibited at Dillon Bass Lake as outlined in the Bass Lake Campground Policies, Rules and Regulations.

6. Full Release and Waiver of Claims.

In consideration of the opportunity to enter and stay at the Property and/or engage and/or participate in Activities on or about the Property of Dillon Bass Lake, the Guest, for himself/herself, heirs and assigns does hereby forever:

a. RELEASE, ACQUIT, DISCHARGE, WAIVE, HOLD HARMLESS DILLON BASS LAKE FROM AND COVENANT NOT TO SUE DILLON BASS LAKE FOR ANY AND ALL LIABILITIES, CLAIMS, DEMANDS OR CAUSES OF ACTION WHATSOEVER, INCLUDING ALL COSTS, PROPERTY DAMAGE, MEDICAL EXPENSES AND ATTORNEY FEES ASSOCIATED THEREWITH, THAT THE GUEST MAY HAVE BY REASON OF ENTERING AND STAYING AT THE PROPERTY AND/OR ENGAGING IN ANY ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS OR LOSSES ARISING BY REASON OF DILLON BASS LAKE'S PASSIVE OR ACTIVE NEGLIGENCE, OR ANY HIDDEN, LATENT, OR OBVIOUS DEFECTS AT OR ON THE PROPERTY OR IN ANY EQUIPMENT USED WHETHER OR NOT SUPPLIED OR INSPECTED BY DILLON BASS LAKE, OR ANY CLAIMS OR LOSSES ARISING BY REASON OF GUEST'S EXPOSURE TO, CONTRACTION OR SPREAD OF COVID-19.

B. AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND DILLON BASS LAKE FROM ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGE, OR COSTS, INCLUDING ATTORNEY'S FEES, THAT DILLON BASS LAKE MIGHT INCUR AS A RESULT OF THE GUEST ENGAGING IN ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF DILLON BASS LAKE OR OTHERWISE.

c. PROMISE NOT TO SUE DILLON BASS LAKE FOR ANY CAUSE OF ACTION WHATSOEVER, EVEN FOR CLAIMS ARISING FROM THE NEGLIGENCE OF DILLON BASS LAKE OR FROM HIDDEN, LATENT, OR OBVIOUS DEFECTS IN THE PROPERTY OR EQUIPMENT SUPPLIED OR APPROVED BY DILLON BASS LAKE, OR FROM GUEST'S EXPOSURE TO, CONTRACTION OR SPREAD OF COVID-19.

Initials of Adult: _____

Initials of Minor (if applicable): _____

d. Acknowledge that this Agreement shall include ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF DILLON BASS LAKE, GUEST'S EXPOSURE TO, CONTRACTION OR SPREAD OF COVID-19, OR OTHERWISE, and any other damage or injuries, known or unknown, regardless of the severity of the injuries and damages, except that which is the result of gross negligence.

e. Acknowledge that this Agreement shall include ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF DILLON BASS LAKE OR OTHERWISE, related to or resulting from Guest's use or storage of any recreational vehicles ("RVs") on Dillon Bass Lake Property.

f. Acknowledge that this Agreement shall include ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF DILLON BASS LAKE OR OTHERWISE, related to or resulting from Guest connecting an RV to Dillon Bass Lake infrastructure, including, but not limited to, electricity, water or sewage.

g. Acknowledge that this Agreement shall include ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF DILLON BASS LAKE OR OTHERWISE, related to or resulting from the presence of Guest's pet(s) on the Property, regardless of whether the pet is injured or inflicts injury on another person, pet or property.

7. **Definitions.**

a. "Activities" shall mean entering and staying at the Property, and any recreational undertaking which may be performed inside or outside of any building or structure, including without limitation, any activities or endeavors related to parking an RV, hooking up an RV with water, electric and sewer service, utilizing any facilities at Dillon Bass Lake (including the bathhouse, recreational room, laundry), lodging, camping, hiking, cooking, fire lighting, canoeing, kayaking, boating, paddle boarding, fishing, golf carting, rancher operation, all-terrain vehicle operation, animal interaction (including wildlife and domestic animals), exploring, exercising (including the use of any exercise equipment), sports, lawn games, consumption or provision of alcohol, smoking, and any and all other recreational activities and equipment used in connection with these activities or in any way relating to the above activities and endeavors, nature, or the outdoors.

b. "Guest" shall mean the both the undersigned and any minor child for whom the undersigned is parent or legal guardian, and their heirs, estate, assigns, personal representatives, guardians, and next of kin. "Guest" shall also include any visitors hosted by Dillon Bass Lake guests.

c. "Property" shall mean any and all property, whether real or personal, belonging to or under the control of Dillon Bass Lake, or upon which the Activities occur, exist or take place, whether or not subject to the ownership or possession of Dillon Bass Lake. Property specifically includes 1149 Bass Lake Place, Dillon, SC 29536 as well as the adjacent lake.

d. "Dillon Bass Lake" shall mean Dillon Bass Lake, LLC, its owners, directors, shareholders, officers, members, officials, lessors, employees, agents, managers, insurance carriers, invitees, attorneys, and guests, or any of them.

8. **Enforceable Agreement.**

a. The Guest acknowledges that this Agreement is intended to be as broad and as inclusive as permitted

by the law of the State of South Carolina.

b. The Court of Appeals of South Carolina in McCune v. Myrtle Beach Indoor Shooting Range, Inc. 364 S.C. 242, 612 S.E. 2d 462 (App. 2005) upheld the enforceability of a similar waiver and release agreement, which was sufficient to release the defendant from all liability.

c. It is explicitly intended by the Guest that this Agreement will be construed and enforced as a waiver of liability and release agreement. The Guest has executed this Agreement with the explicit intent to be bound by its terms.

d. This Agreement shall remain in full force and effect during any period and periods of involvement by Guest in any Activities on the Property until it is explicitly revoked in writing and the delivery of such revocation to Dillon Bass Lake, LLC, 2200 Victory Parkway, #2307, Cincinnati, OH 45206.

e. This Agreement shall survive during any periods of time that Guest does not participate in any Activities on the Property; and be enforceable at such times as Guest does participate in Activities on the Property.

f. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

g. **THE GUEST HAS READ THIS RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF ALL RISKS, AND HOLD HARMLESS AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDS THAT THE GUEST HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS IT KNOWINGLY, FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. THE GUEST ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE BY OR ON BEHALF OF DILLON BASS LAKE.**

h. This Agreement shall not be subject to any claim of mistake of fact, and this Agreement expresses a full and complete waiver of all liability claimed and disputed, and regardless of the type of injury or damage, or circumstances concerning any injury or damage, this Agreement is intended to forever bar any claim the Guest might have, and is intended to be final and complete.

9. Guest's Representations.

_____ I represent and warrant that I am at least 18 years of age and have full legal capacity to execute this Agreement.

_____ I represent and warrant that I am the legal guardian of the minor listed below and that I have full legal capacity to execute this agreement on behalf of the minor.

(Signature of Adult)

(Address)

(Telephone No.)

(Print Name of Adult)

(Print Date)

(Signature of Minor)

(Address)

(Telephone No.)

(Print Name of Minor)

(Print Date)