

**CHEROKEE PLANTATION FOUNDATION
RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "**I**" or "**me**") desires to be a guest or invitee of the Foundation, as defined herein, and desires to participate in an activity or event on the property of the Foundation, which may include hosting, sponsoring, and/or organizing a social event, fundraiser, meeting or other similar activity which involves his or her presence on the property of the Foundation and the presence of other guests, invitees, and members of the public (the "**Activity**") which is owned by Cherokee Plantation Foundation, a Louisiana nonprofit corporation (the "**Foundation**"). As lawful consideration for being permitted by the Foundation to participate in the Activity, I agree to all of the terms and conditions set forth in this agreement (this "**Agreement**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES COULD BE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE FOUNDATION. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE FOUNDATION OR OTHERWISE.

To the maximum extent permitted by applicable law, I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Foundation, and its officers, directors, employees, agents, affiliates, shareholders, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage arising out of or attributable to the Activities, or my participation in the Activities, whether arising out of the negligence of the Foundation or any Releasees or otherwise; provided that, no party shall be deemed released from liability to me for intentional or gross fault of that party that causes damages to me or to my minor children. To the maximum extent permitted by law, I covenant not to make or bring any such claim against the Foundation or any other Releasee, and, to the maximum extent permitted by law, forever release and discharge the Foundation and all other Releasees from liability under such claims; provided that, no party shall be deemed released from liability to me for intentional or gross fault of that party that causes damages to me or to my minor children.

I shall defend, indemnify, and hold harmless the Foundation and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to my participation in the Activities, including without limitation, the claim of any guest, invitee, or member of the public that occupied or was present on the property of the Foundation due to the Activity; provided that, no party shall be indemnified for damages or losses caused by the intentional or gross fault of that party.

This Agreement constitutes the sole and entire agreement of the Foundation and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is 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. This Agreement is binding on and shall inure to the benefit of the Foundation and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in

accordance with the internal laws of the State of Louisiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Louisiana or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Natchitoches Parish, Louisiana and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDATION.

WITNESSES:

_____	Signed:_____
Print Name:_____	Printed Name:_____
_____	Address:
Print Name:_____	_____

	Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

WITNESSES:

_____	Signed:_____
Print Name:_____	Printed Name of Parent or Legal Guardian:_____
_____	Address:
Print Name:_____	_____

	Date: _____