

FOOLS GOLD RIDER and PARTICIPANT RELEASE AGREEMENT

WHEREAS, ANDERSON LAKE LIMITED LIABILITY, L.P. (hereinafter "ANDERSON LAKE") and ANDERSON CREEK RETREAT PROPERTY OWNERS ASSOCIATION has made available to the undersigned, or to the guest or child of the undersigned, or all, a **portion** of the property, equipment and facilities of ANDERSON CREEK RETREAT including, limited to the area delineated in Schedule A, the undersigned hereby assumes full responsibility for the safety of the RIDER.

The term Rider shall mean not only the undersigned, but also, any minor of the undersigned, and also any person who uses any portion of the property, **trails**, equipment, horses or facilities of ANDERSON LAKE with permission of the undersigned. Undersigned hereby releases ANDERSON LAKE and GILMER LAND, INC., Anderson Creek Retreat Property Owners Association, Doug David, Susan David, Ellen Hauck, Markham Smith, Bill Calton, **adjoining landowners, any Anderson Creek Retreat landowner**, their agents, employees, successors, assigns, legal representatives, heirs, executors and administrators from any and all claims, causes of action, demands, obligations and liabilities - which are now existing or hereafter mature or accrue at any time - arising out of or related in any fashion to Rider's use of ANDERSON LAKE property, **trails**, equipment or facilities, except for ANDERSON LAKE's gross negligence or ANDERSON LAKE's intentional acts.

The undersigned acknowledges and fully understands that the Rider uses the property, **trails**, equipment and facilities of ANDERSON LAKE at his or her own risk. The undersigned hereby agrees to hold and save ANDERSON LAKE, GILMER LAND, INC., DOUG DAVID, SUSAN DAVID, **adjoining landowners, any Anderson Creek Retreat landowner**, their agents, employees, successors, assigns, legal representatives, heirs, executors and administrators harmless from each and every claim, demand, liability, or other obligation which may arise out of or be connected in any fashion with loss, injury or damage to the Rider or to the Rider's property. The undersigned hereby agrees and covenants not to bring any action at law o Doug David, Susan David, Ellen Hauck, Markham Smith, Bill Calton r in equity against ANDERSON LAKE, GILMER LAND, INC., Doug David, Susan David, Ellen Hauck, Markham Smith, Bill Calton, **any adjoining landowner, any Anderson Creek Retreat landowner**, their agents, employees, successors, assigns, legal representatives, heirs, executors or administrators on behalf of the undersigned or on behalf of Rider, whether minor or adult, arising from or relating in any fashion to any injury, damage or other loss suffered by Rider and connected in any fashion with Rider's use of ANDERSON LAKE property, **trails**, equipment or facilities; and the undersigned shall further defend ANDERSON LAKE, GILMER LAND, INC., Doug David, Susan David, Ellen Hauck, Markham Smith, Bill Calton, **any adjoining landowner, any Anderson Creek Retreat landowner**, their agents, employees, successors, assigns, legal representatives, heirs, executors and administrators against any such actions brought by Rider or on Rider's behalf with respect to the Rider's use of ANDERSON LAKE property, **trails**, equipment or facilities, and the undersigned shall indemnify ANDERSON LAKE, their agents, officers, directors, employees, successors, assigns, legal representatives, heirs, executors and administrators for anything for which Rider is responsible either alone, jointly or severally.

The undersigned hereby acknowledges and understands that ANDERSON LAKE, GILMER LAND, INC., Doug David, Susan David, Ellen Hauck, Markham Smith, Bill Calton their agents, employees, successors, assigns, legal representatives, heirs, executors and administrators do not represent or warrant the quality or character of any **trail** furnished to Rider. Furthermore, the undersigned acknowledges and understands that riding, **particularly riding on trails that are not maintained and roads**, or other participation in activities at ANDERSON LAKE may involve substantial risk of bodily injury, property damage and other dangers including, but not limited to, bodily injury or death resulting from kicks and bites, falling off, equipment failure or collision with horses, vehicles, bicycles or other inanimate objects.

The undersigned hereby agrees to pay all fees and expenses of doctors, hospitals, ambulances and other medical expenses reasonably and necessarily incurred.

READ CAREFULLY BEFORE YOU SIGN. THIS DOCUMENT RELEASES ANDERSON LAKE FROM ANY LIABILITY RESULTING FROM USE OF ANDERSON LAKE PROPERTY, EQUIPMENT OR FACILITIES.

BY: _____ Witness: _____

Date: _____

Home Address: _____

Telephone: _____ Date of Birth: _____