

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

THE UNDERSIGNED, on behalf of him/herself, his/her, heirs, assigns personal representatives, and next of kin:

- 1. Hereby releases, waives, and forever discharges Dana Farms at Mayberry, Nebraska Prairieland Adventures, DaBeers Properties, LLC, Beers & Summers LLC, and each of their respective owners, employees, associates, contractors or affiliated entities (the "Campground Parties") from any and all liabilities, losses, claims, damages, or demands of any kind, which in any way arise from or relate to his/her presence at Dana Farms at Mayberry (the "Property"), including but not limited to his/her use of the ground space and/or any fixture, equipment, or other item located on or about the Property.**

- 2. Hereby assumes full responsibility for any risk of bodily injury, death or property damage affecting him/herself or any other individual of his/her party, which arises out of or is related to his/her presence on or about the Property.**

- 3. Hereby agrees to indemnify, and save and hold harmless the Campground Parties', and each of them, from any loss, liability, damage, or cost whatsoever, including bodily injury or property damage they may incur arising out of or relating to my presence of any other individual in my party, on or about the Property, whether caused by negligence of the Campground Parties or otherwise.**

- 4. Hereby agrees that water activities are at the renters own risk. We recommend bringing your own fitted life jackets. Life jackets can be provided upon request.**

- 5. Acknowledges that this release is being given in consideration of the Campground Parties' agreement to permit me to enter and camp upon the Property.**

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I further agree that I have read and understand the terms of the "Welcome Letter" provided herewith.

Name: _____

Signature: _____

Date:

Please bring this signed release along with your printed ticket.