

MOUNT ARARAT FARM
GENERAL RELEASE, INDEMNIFICATION AND AGREEMENT

THIS GENERAL RELEASE, INDEMNIFICATION AND AGREEMENT ("Release") is hereby given by _____ ("Patron") to Mount Ararat Farms, Inc.; Mount Ararat General Partnership; Buck Family Limited Partnership; Gabrielle B. Buck, Frank W. Buck, and/or James I. Buck, jointly and severally, ("Owner").

RECITALS

WHEREAS, **Owner** is the owner of Mount Ararat Farm ("Property") located in Port Deposit, Cecil County, State of Maryland, which **Owner** has made available to **Patron** for dog training purposes, as well as other patrons who may also be using the Property for dog training at the same time and/or as spectators or casual observers; and

WHEREAS, **Patron** is responsible for his/her own dog(s), vehicle(s), equipment and/or firearms at all times, and recognizes and acknowledges that **Owner** is not responsible and otherwise has no control over **Patron's** dog(s), vehicle(s), equipment and/or firearms, or any other dog(s), wildlife or other patrons on the Property; and

WHEREAS, **Patron** acknowledges, confirms and agrees that he/she shall be responsible for any and all damage that **Patron** or **Patron's** dog(s), vehicle(s), equipment and/or firearms cause to the Property; and

WHEREAS, in order to induce **Owner** to allow **Patron** to use the Property for dog training purposes, **Patron** has signed this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and **INTENDING TO BE LEGALLY BOUND HEREBY**, **Patron** hereby agrees as follows:

1. **Recitals**

The Recitals above are a material part of this Release and are incorporated herein as if set forth fully.

2. **General Release of Owner**

In exchange for the use of the Property, **Patron** hereby for himself/herself and his/her heirs, executors, administrators, personal representatives, successors and assigns, does hereby fully and finally release, remise, and forever discharge **Owner**, its heirs, executors, administrators, personal representatives, successors, assigns, officers, directors, partners, employees, insurers, trustees, receivers, custodians, attorneys, and all persons and entities in privity therewith, of and from any and all manner of actions, causes of actions, suits, debts, contracts, agreements, leases, judgments, arbitration awards, demands, and claims whatsoever, in law, equity, for indemnity or contribution, or pursuant to statute, regulation or ordinance, whether or not heretofore known, suspected, or asserted, including particularly, but not limited to, any and all claims, demands, or actions arising out of, relating to, resulting from, or in any way connected with the use of the Property by **Patron** for dog training purposes or otherwise, whether arising before or after the execution of this Release.

3. **Damage to Property**

The **Patron** shall exercise due care and diligence in the use of the Property. The **Patron** shall not intentionally or negligently cause any loss or damage to the Property. The **Patron** is to make good, replace, repair, and/or renew at his/her own cost and expense, any loss or damage (as determined by **Owner**) to the Property during the **Patron's** use of the Property. Should the **Owner** be required to take any legal action against the **Patron** for any loss or damage to the Property by **Patron**, the **Patron** shall be responsible for all reasonable attorney fees, court costs, and any other associated costs incurred by the **Owner**.

4. **Damage to Others**

The **Patron** shall exercise due care and diligence in the use of the Property to prevent damage or injury to others. The **Patron** shall not intentionally or negligently cause any damage or injury to others. The **Patron** shall be solely responsible for all damage or injury to others as a result of the **Patron's** use of the Property. Should the **Owner** be required to take any legal action against the **Patron** for any damage or injury to others by the **Patron**, the **Patron** shall be responsible for reasonable attorney fees, court costs, and any other associated costs incurred by the **Owner**.

5. **Voluntary Release**

Patron, by his or her signature below, represents, confirms and agrees that:

- a. He/she has read this Release carefully and completely and understands all provisions contained herein;
- b. He/she has been informed and is aware of his/her right to consult with legal counsel and has had ample time and opportunity to do so; and
- c. He/she has executed this Release freely and voluntarily, without any threat, duress, coercion, compulsion, or force of any sort or nature whatsoever, and without reliance upon any act, inaction, representation, or statement made or given which is not set forth in this Release.

IN WITNESS WHEREOF, **Patron**, intending to be legally bound, has executed and sealed this Release on the date set forth below.

WITNESS:

PATRON:

(Seal)

Printed Name: _____

Date: _____