

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "**I**" or "**me**") desires to participate in LACSAL provided by/sponsored by BAMSHAFT, INC., a MARYLAND CORPORATION with offices located at 217 Steamboat Ave., Queenstown, MD 21658. As lawful consideration for [being permitted by the Company to participate in the Activity/the intangible value that I will gain by participating in the Activity], I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

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 COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, 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 my participation in the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify and hold harmless the Company [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 attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party in a final non-appealable judgment, arising out or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire agreement of the Company 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 Company 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 MARYLAND without giving effect to any choice or conflict of law provision or rule (whether of the State of MARYLAND 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 Queen Anne's, MARYLAND 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 COMPANY.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

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.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_