

**RELEASE AND WAIVER OF LIABILITY FOR
CAMPING AT MAGNOLIA BRANCH WILDLIFE RESERVE**

In consideration for being permitted to camp at Magnolia Branch Wildlife Reserve, I, _____, (“Guest”) understand and acknowledge that Magnolia Branch Wildlife Reserve, its officers, agents, employees, and executives, are not responsible for any injuries, loss or damage, including but not limited to, loss or damage to any vehicle, RV, tent, trailer, boat, recreational vehicle, golf cart, boating or camping equipment or any other object at the campsite or on the grounds.

I agree to assume all risks associated with my use of the facilities at Magnolia Branch Wildlife Reserve. I hereby release, waive, discharge and covenant not to bring any claim or lawsuit against the Poarch Band of Creek Indians, Creek Indian Enterprises Development Authority, the Magnolia Branch Wildlife Reserve, or their respective agents, officials, employees, departments, enterprises, or entities (collectively and individually, the “Tribe”), for any claims, whether caused by the negligence of the Tribe or otherwise, arising out of, relating to, or in connection with my presence while I am in, upon, about or using any of the premises, facilities or equipment of the Magnolia Branch Wildlife Reserve. I further agree to indemnify and hold harmless Magnolia Branch Wildlife Reserve from any claims for injury or damage caused by me during my stay at Magnolia Branch Wildlife Reserve.

I further expressly agree that nothing in this RELEASE AND WAIVER is to be construed as a waiver by the Tribe of sovereign immunity from suit, or as consent by the Tribe to the bringing of any action against the Tribe, its agents, officials, employees, departments, enterprises, or entities in any court of competent jurisdiction.

I further expressly agree that the foregoing RELEASE AND WAIVER shall be subject to and governed by the laws of the Poarch Band of Creek Indians and that the Tribal Court of the Poarch Band of Creek Indians shall have original and exclusive jurisdiction over all actions pertaining to or arising out of this Release Agreement. Nothing contained in this Release Agreement or any related documents shall be construed or deemed to provide recourse against any tribal governmental assets. If any provision of this Release Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Release Agreement and shall not affect the validity and enforceability of any remaining provisions

THE UNDERSIGNED GUEST HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY, and further agrees that no representations, statements or inducements apart from the foregoing written statement have been made.

IN WITNESS WHEREOF, on this the ____ day of _____, 20____, I _____, the undersigned Guest, has executed this Release Agreement.

(Signature of Guest)

(Signature of Witness)