

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me" herein) desires to enter the property owned by Eric Young ("Owner") located at 5023 Gunnison Trace, Suwanee, GA 30024, including his home, pool, yard and walkways (the "Property") and participate in activities including but not limited to eating, drinking, swimming, driving or riding in/on Owner's vehicle(s), playing in the golf simulator, foosball, ping pong, watching movies, playing billiards ("Activities"). In consideration of the intangible value I will gain by visiting the Property and participating in the Activities, and in recognition of the Owner's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

Initial

I ACKNOWLEDGE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, I KNOWINGLY, VOLUNTARILY, AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF PARTICIPATING IN ANY ACTIVITIES, EVEN IF THOSE RISKS ARISE FROM OR ARE COMPOUNDED BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF THE OWNER, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. NOTWITHSTANDING THE RISK, 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, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE OWNER OR OTHERWISE.

Initial

I ACKNOWLEDGE AND UNDERSTAND THAT I ALONE, NOT THE OWNER, AM RESPONSIBLE FOR DETERMINING MY FITNESS TO PARTICIPATE IN THE ACTIVITIES AND MY ABILITY TO FULLY UNDERSTAND ANY DIRECTIONS OR WARNINGS RELATED TO THE SAME.

Initial

I ACKNOWLEDGE AND AGREE THAT I WILL NOT PARTICIPATE IN ANY ACTIVITIES IF I HAVE A PHYSICAL, MEDICAL, OR MENTAL LIMITATION OR DISABILITY, OR IF I AM AWARE OR SHOULD REASONABLY BE AWARE OF ANY FACTORS THAT MAY LIMIT OR PREVENT ME FROM SAFELY PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO ANY CONSUMPTION OF ALCOHOL OR USE OF MEDICATIONS OR OTHER DRUGS.

Initial

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Owner and his family members, employees, agent, representatives, and contractors (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the ordinary negligence of Owner or any Releasees or otherwise. I covenant not to make or bring any such claim against the Owner or any other Releasee, and forever release and discharge the Owner and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Georgia law does not permit to be released by agreement.

Initial

This Release constitutes the sole and entire agreement of the Owner 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 Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Owner and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Fulton County, Georgia and I hereby consent to the exclusive jurisdiction of such courts. _____
initial

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE OWNER. I FURTHER ACKNOWLEDGE I AM OVER THE AGE OF 18 AND AM COMPETENT TO SIGN THIS RELEASE.

Signed: _____

Printed Name: _____

Date: _____