

## Consent, Release & Indemnity Agreement

I have chosen to participate, and/or allow my child(ren) or ward(s) to participate, in one or more types of activities while visiting or attending an event at the property generally known as the Willowsford Project, which activities may include, but are not limited to, camping, running, hiking, bicycling and navigation activities for adults and children (collectively, the "Activities"). I acknowledge that by choosing to engage in the Activities, I am exposing myself and/or my children to inherent risks of serious injury and economic loss, including but not limited to injury or loss resulting from the action, inaction or negligence of others (including accidents, exposure to natural elements such as unstable or steep surfaces and other dangerous conditions such as construction activities). I represent to Timber Ridge at Willowsford, LLC, Timber Ridge at Willowsford Management, LLC and Willowsford Operations, LLC, Willowsford Holdings, LLC, Willowsford Management, LLC, Loudoun Conservancy, LLC, Willowsford Conservancy, Inc., and Willowsford Homeowners Association, Inc. and their respective parents, subsidiaries and affiliates (collectively, "**Willowsford**") that I, and my child(ren)/ward(s), are in good health and suffer from no physical impairment or defect that might limit our ability to participate in the Activities. I acknowledge that neither Willowsford nor any operators of equipment for the Activities, whether or not employed by Willowsford, have given any opinion as to our ability to participate in the Activities, nor are they authorized to do so. I have read and agree to comply at all times with the Community Amenity Policies and Procedures. I further represent that if at any time I feel that I am unable or unwilling to continue to participate in the Activities, I will immediately discontinue, or request to discontinue, such participation. The releases, consents and indemnities contained in this Agreement shall extend to the participation by my child(ren) or ward(s) in the Activities and to any photograph, videotape and or record taken of me, my child(ren) or ward(s).

In consideration of the acceptance by Willowsford of my participation in the Activities, I agree, on behalf of myself and/or my child(ren) or ward(s), to assume the risks incidental to such participation, and, on my own behalf, on behalf of my child(ren) or ward(s), and on behalf of my and/or my child(ren)s' or wards' heirs, executors and administrators, I **hereby release, indemnify, hold harmless and forever discharge Timber Ridge at Willowsford, LLC, Timber Ridge at Willowsford Management, LLC and Willowsford Operations, LLC, Willowsford Holdings, LLC, Willowsford Management, LLC, Loudoun Conservancy, LLC, Willowsford Conservancy, Inc., and Willowsford Homeowners Association, Inc. and each of their respective parents, affiliated and related entities and the officers, directors, members, employees, contractors and agents of each (collectively, the "Released Parties")**, from and against any and all liabilities, claims, actions, damages (including, without limitation, bodily injury, death and/or property damage), costs and/or expenses (including, without limitation, reasonable attorneys' fees and expenses at any level), arising out of or in any way connected with my and/or my child(ren)s' or ward(s)' participation in the Activities. I understand that this Agreement, to the fullest extent permitted by law, includes any claims based on the negligence, action or inaction of any of the Released Parties. I further authorize Willowsford, its staff and contracted instructors to obtain medical treatment for me and or my child(ren)/ward(s), at my cost, if the need arises and to provide first aid, CPR and/or transport to an emergency medical facility.

I agree that Willowsford or its designee may photograph, videotape and/or record me and my child(ren)/ward(s) while we participate in the Activities, and I grant to Willowsford the right to reproduce, display and otherwise use (or license to others the right to reproduce, display

and otherwise use) those photographs, videotape footage and recordings in any and all manner, media, products and technology, now known or hereafter developed, without any attribution or compensation to us. Without limiting this permission, I acknowledge and agree that these materials may be used to promote, publicize and advertise any property owned, developed or managed by Willowsford.

This Agreement shall be governed by the laws of the Commonwealth of Virginia, and any legal action relating to or arising out of this Agreement, or my participation in the Activities, shall be commenced exclusively in the Circuit Court serving Loudoun County (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then in such other court having subject matter jurisdiction), and I waive my right to a trial by jury. I certify that I am 18 years of age or older and that I am the parent or legal guardian of any person listed below that is under 18 years of age.

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PARTICIPANT FULL NAME

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GUARDIAN FULL NAME (IF PARTICIPANT UNDER 18)

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PARTICIPANT SIGNATURE

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GUARDIAN SIGNATURE

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DATE

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DATE