

## GENERAL WAIVER OF LIABILITY AND PERMISSION TO ENTER PRIVATE LAND FOR RECREATIONAL ACTIVITIES (“AUTHORIZATION”)

**\*\*This instrument DOES NOT grant permission to hunt\*\***

### GENERAL RELEASE

I acknowledge and agree that this **Authorization** covers and is intended to release PICKENS DECORATIVE STONE, LLC AND ECO TERRA 2016 FUND, LLC (collectively, “**Pickens**” or “**Landowner**”) and provide other benefits, legal protections, and consideration to Pickens and their respective and collective agents, owners, officers, managers, members, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf. Permission is hereby granted to the undersigned (hereinafter the “**Participant**”) for entry upon private land owned by Pickens (identified as Parcel 060 001 & 060 004) in Pickens County, Georgia (hereafter, the “**Land**”), solely for the date and activities listed.

**This Authorization is valid for twenty-four (24) hours from the time the document is signed. An exact time stamp will be emailed to you upon full execution of this document.**

In exchange for Landowner’s permission, the undersigned Participant agrees to the following:

- Obey all posted signs, safety precautions, and markers;
- Obey all state and federal laws related to use of private property, including, but not limited to, laws regarding game, fish, and wildlife;
- Take every precaution against littering and fire hazards;
- **Participant expressly acknowledges THAT OTHER PARTIES MAY BE ENGAGED IN HUNTING ACTIVITY ON THE LAND, especially during any state authorized hunting season. Participant agrees to exercise appropriate caution, and Participant hereby assumes all risks to person or property that could arise from hunting activities conducted by others on the Land.**

### VOLUNTARY ASSUMPTION OF THE RISK

Permission to enter the Land is granted subject to all conditions in this document. The Participant certifies that the Landowner is not responsible for the actions or activities of the Participant, including actions, activities, or omissions that result in harm. By permitting the Participant to enter the Land, Landowner makes no representation that the Land is safe for entry or use; nor does Landowner assume any responsibility nor incur liability for any injury to person or property. The Participant waives for himself or herself and for his or her executors, administrators, assignees, heirs or members (“**Participant Parties**”) any and all rights and claims for damages, losses, demands and any other actions whatsoever, which Participant Parties may have or which may arise against Landowner, including but not limited to any and all injuries, damages or illnesses suffered by Participant to person or property, which may, in any way whatsoever, arise out of, be related to or be connected with Participant’s presence on the Land. Participant Parties hereby expressly release Landowner from any and all such claims.

### INDEMNIFICATION

Participant agrees to indemnify, hold harmless and defend Landowner, by counsel reasonably satisfactory to Landowner, from and against any and all fault, liabilities, costs, expenses, claims, demands, and any and all payments, including without limitation, liabilities for attorneys’ fees, arising out of, related to or connected with Participant’s use of and presence on the Land.

Provided, further, should any such claim, demand, lawsuit or legal proceedings arise or be asserted in any way whatsoever related thereto, arising under the laws of the United States, any state, or under any theory of law or equity, Participant shall indemnify, hold harmless and defend Landowner from any and all costs, expenses, losses, liabilities, damages, claims, demands, or judgments. Such indemnification shall include, but not be limited to, the payment of any settlement or judgment made or rendered against Landowner, whether individually, jointly, or together with

Participant, and all costs of court and other costs or expenses incurred, including attorneys' fees, in connection with any such claim, demand, lawsuit or proceeding.

**This Authorization DOES NOT PERMIT PARTICIPANT TO CONDUCT HUNTING ACTIVITY on the Land; hunting activity is hereby prohibited unless express permission has been obtained via separate waiver from Landowner. Likewise, FIREARM POSSESSION ON THE PROPERTY IS EXPRESSLY PROHIBITED.**

#### **CONSERVATION EASEMENT**

Participant hereby acknowledges that the Land is restricted by a Conservation Easement ("Easement"), a copy of which document may be reviewed at Deed Book 1103, Page 727-778, Superior Court, Pickens County, Georgia records; and that Participant's presence, activities, and ingress and egress to, from or upon the Land, will in no way violate Easement covenants and conditions. The following activities and uses are specifically prohibited:

- The destruction or removal of any trees or other vegetation;
- The exploration or removal of any minerals or hydrocarbons;
- The removal or manipulation of ground or surface water;
- The removal or excavation of topsoil, sand, gravel, rock, or minerals;
- The introduction of any non-native plant species; or
- The dumping or disposal of trash.

Participant's failure to abide by these conditions will result in immediate expulsion from the Land and possible legal action.

#### **GOVERNING LAW AND INTERPRETATION**

This Authorization shall be interpreted in accordance with the laws of the State of Georgia, including all matters of construction, validity, performance, and enforcement. The parties will not raise, and hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this section.

If any provision herein is deemed unenforceable by a court of competent jurisdiction, it shall be severed from this Authorization while the remainder of the Authorization shall, to the fullest extent permitted by law, continue to have full force and effect.

Participant furthermore hereby acknowledges and agrees that he or she has read, understands and will at all times abide by this agreement. By signing below, the undersigned acknowledges that he or she is at least eighteen (18) years old. If Participant is not at least eighteen (18) years old, the parent/guardian of the minor signing below attests that he or she has legal responsibility over the minor, and further attests that his or her signature constitutes permission for the minor to enter into this agreement. This instrument binds Participant and his or her executors, administrators, assignees or heirs.

**Participant:**

*Adobe Time Stamp:*

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(Print Name)

*\*If Participant is under 18 years of age, parent or legal guardian must execute this Instrument on behalf of Participant.*