

**RELEASE AND INDEMNITY AGREEMENT  
(Arkansas Duck Derby)**

This Release and Indemnity Agreement (“Release”) is executed, delivered and agreed to by the undersigned “Participant,” in favor of Conway Regional Medical Center, Inc., Conway Regional Health Foundation, Inc., the Landowners (as described herein), and any and all of the officers, directors, managers, agents, affiliates or employees of any of the foregoing (collectively, referred to herein as the “Released Parties”), to the extent of any of the Released Party’s involvement with the Arkansas Duck Derby (as defined below).

I, the Participant, am executing this Release in connection with my participation in the Arkansas Duck Derby, to be held on or around the 6<sup>th</sup> and 7<sup>th</sup> days of January, 2020 (“Arkansas Duck Derby”). I understand that my participation in the Arkansas Duck Derby may include access to leased and/or privately owned property located in and around the State of Arkansas. Any properties used in connection with the Arkansas Duck Derby are herein referred to as the “Properties.” And the owners of any portion of any such Properties that I access during my participation in the Arkansas Duck Derby are referred to herein as “Landowners.”

I, the Participant, make all of the following acknowledgements, releases, indemnities and agreements in favor of the Released Parties, on behalf of the Participant, the Participant’s successors or assigns, the Participant’s minor children (or other person(s) under the Participant’s guardianship), and any other person(s) that the Participant has the legal right to make decisions for and/or to release claims on behalf of and who may participate in the Arkansas Duck Derby (including all hunts and banquets associated therewith):

- I am participating in the Arkansas Duck Derby in an act of my own choosing. I take full responsibility for my guests, minor children and others in my care while on the Properties and/or participating in the Arkansas Duck Derby.
- I understand that there are inherent risks with activities such as duck hunting, hiking, and generally being on and traversing the Properties. I acknowledge the existence of natural and man-made dangerous conditions, risks, and hazards on the Properties.
- My presence and activities on the premises may expose me (and any minors (or others) for whom I am responsible) and my personal property, to dangerous conditions, risks and hazards, including but not limited to, the following: buried hunting pits, whether or not erected by the Landowners; hunting blinds; elevated hunting stands, whether or not erected by the Landowners; shooting activities; poisonous snakes, insects, and spiders; use of all-terrain vehicles and tractors; use of target throwing equipment; hazardous and dangerous driving and walking conditions; animals both wild and domesticated that may be dangerous; deep and or swift water; persons with firearms both on and off the premises; and the use of vehicles.
- I hereby expressly assume all dangers, risks, and hazards relating in any way to my participation in the Arkansas Duck Derby, and the participation of any minors (or others) for whom I am responsible.
- I hereby release and agree to protect, indemnify, and hold harmless each of the Released Parties from and against any and all claims, demands, causes of action and damages, including attorneys’ fees, resulting or arising from, or in connection with, my participation in the Arkansas Duck Derby (and/or from my minor child’s participation and/or the participation of any other person under my guardianship in the Arkansas Duck Derby) including, but not limited to, any accident, physical injury, or damage to personal property occurring to me (or to my minor child or other persons under my guardianship) on the Properties and in connection with any banquet or hunting event that I (or my minor child or other persons under my guardianship) participate in.
- I understand that the Released Parties would not be willing to permit me (or any minor (or others) for whom I am responsible) to access the Property and/or participate in the Arkansas Duck Derby absent all of my agreements, releases and indemnities set forth herein. My participation (and the participation of any minor or other person under my supervision) in the Arkansas Duck Derby is consideration, in part, for the agreements, releases and indemnities set forth herein.
- I agree not to sue or make any formal claim against any of the Released Parties in connection with my participation in the Arkansas Duck Derby, including all hunts or banquets associated therewith.

**IN WITNESS WHEREOF**, the undersigned Participant has executed this Release and Indemnity Agreement to and in favor of the Released Parties, as of the date set forth below.

\_\_\_\_\_  
(Participant’s Signature)

\_\_\_\_\_  
(Date of Signature)

\_\_\_\_\_  
(Participant’s Printed Name)