



RELEASE AND WAIVER OF LIABILITY

In consideration for my being permitted to participate in the activities of Basecamp, I agree to the following Release and Waiver of Liability which I have read and understand:

I, _____, hereby release the Hot Springs Village Property Owners' Association, Inc. (H.S.V.P.O.A.), Basecamp, their officers, directors, members, their agents and employees from any liability, loss, damage, costs, claims and/or causes of actions, including but not limited to all bodily and personal injuries and death and property damage arising out of my participation in ANY Basecamp activity including injuries and accidents which occur on lakes/waterways, third-party facilities and vehicle accidents while transporting members to and from activities.

Furthermore, I understand that these risks, hazards and dangers include without limitation:

- 1) The risk of injury on trails while hiking and biking.
- 2) The risk of drowning or injury from activities in and around water such as kayaking, paddle boarding, canoeing and other water activities.
- 3) The risk of injury from riding on all-terrain vehicles (ATV), mountain bikes or any vehicle used off-road.
- 4) The risk of injury while being transported to and from activities.
- 5) Hiking, biking, kayaking and any other outdoor activities may have encounters with wildlife, animals and insects.
- 6) Inclement weather conditions.

Furthermore, I acknowledge that:

I understand that I also have responsibilities. Outdoor activities require good physical conditioning and a degree of skill and knowledge. I believe that I have the physical conditioning and skill and knowledge necessary for me to engage in these activities safely.

I hereby release the H.S.V.P.O.A., Basecamp, and their officers, directors, members, their agents and employees from any and all liability for bodily and personal injury, death or property damage to myself or to any person or property resulting from the design, selection, installation, maintenance, adjustment, supervision or use of affiliated facilities and/or the equipment used or provided by others in such activities, including but not limited to any claim based upon breach of warranty, contract or other legal

theory. I accept and assume for myself, my heirs and assigns, the full responsibility for any and all such damage, injury or death that may result.

This agreement is governed by the applicable law of Arkansas. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Print First and Last Name

Date

Signature