

INDEMNIFICATION AGREEMENT AND RELEASE

This **Indemnification Agreement and Release** is made as of this ____ day of _____, 20__, by the undersigned (collectively, the "**Occupants**"), in favor of **John A. Woollam, Trustee of the J.A. Woollam Foundation Second Amended Trust Under Agreement dated May 28, 2004, as amended**, a charitable foundation trust formed under the laws of the State of Nebraska, whose address is 645 M Street, Suite 13, Lincoln, Nebraska 68508 (the "**Owner**").

In consideration of the grant by Owner to Occupants of the non-exclusive, temporary right to be present on and carry out limited activities on the Michi-Lu-Ca Nature Preserve premises located at 3506 Garling Road, Fairview, MI, Comins Township, Oscoda County, Michigan and the adjoining bodies of water (the "Premises"), and selected parts of the property located thereon (the "Property") both now and in the future, Occupants hereby covenant and agree to indemnify Owner against, hold Owner harmless from, and reimburse Owner on demand for any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and costs and expenses incurred by or asserted against Owner in connection with or arising from: the use or presence on the Premises and/or the Property by Occupants or any permitted guests or invitees of Occupants (the "Permitted Invitees") or anyone else gaining access thereto by or through a Permitted Invitee; any activity or action taken or permitted to be taken by Occupants or any Permitted Invitee or anyone else gaining access through a Permitted Invitee in or about the Premises, including but not limited to, any activities, such as wading, boating, maintenance, de-construction or removal of buildings, components of buildings, docks, and/or stewardship work, assessments of grounds or buildings (collectively, the "Activities"); any act, omission, or negligence of Occupants or any Permitted Invitee or anyone else gaining access to the Premises or Property by or through a Permitted Invitee; any breach or violation by Occupants, any Permitted Invitee, or anyone else gaining access to the Premises or Property by or through a Permitted Invitee of any law, ordinance or governmental requirement of any kind regulating or otherwise relating to the Premises or the Property; and/or any injury or damage to the person, property, or business of any third party caused by or resulting from the Activities or from the negligence or deliberate act of Occupants or any Permitted Invitee or anyone else gaining access to the Premises or Property by or through a Permitted Invitee. If any action or proceeding is brought against Owner by reason of any such claim for which Occupants have indemnified Owner hereunder, Occupants, upon notice from Owner, will defend the same at Occupants' sole expense with counsel reasonably satisfactory to Owner.

Occupants hereby agree to abide by any posted rules or regulations regarding the use and enjoyment of the Premises or Property. Occupants hereby represent and warrant that they understand and are aware that physical injuries in the conduct of the Activities constitute a COMMON AND ORDINARY OCCURRENCE. Occupants, on behalf of themselves, any minors for whom they are parents or legal guardians, any Permitted Invitees, and anyone gaining access to the Premises or Property through a Permitted Invitee, freely and voluntarily **ACCEPT AND ASSUME ALL RISKS OF INJURY, LOSS OF LIFE, and DAMAGE TO PERSONS AND/OR PROPERTY** that might be associated with the use the Premises or Property and/or participation in the Activities.

Occupants, on behalf of themselves, all minors for whom they are parents or legal guardians, all Permitted Invitees, and anyone gaining access to the Premises by or through a Permitted Invitee, hereby waive and release all claims against Owner for any loss, injury, death, or damage to any person or property arising from or relating to the use and occupancy of the Premises or the Property by the Occupants, the Permitted Invitees, or anyone gaining access to the Premises or Property by or through Occupants or a Permitted Invitee, including any such loss, injury, death or damage arising from or relating to the conduct of the Activities on the Premises.

Please note that **all** visitors to the property must **sign and return** this document to the J. A. Woollam Foundation well **before** any visit to Michi-Lu-Ca Nature Preserve. Thank you for your cooperation.

“Occupants”:

Print Name:

Signature:

List minor children, if any: _____

Print Name:

Signature:

List minor children, if any: _____

Print Name:

Signature:

List minor children, if any: _____

Print Name:

Signature:

List minor children, if any: _____