

**WAIVER OF LIABILITY AND HOLD HARMLESS
AGREEMENT
FOR
LAKE OF THE OZARKS SHOOTOUT**

1. In consideration for receiving permission to participate in the Lake of the Ozarks Shootout, Inc., I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Lake of the Ozarks Shootout, Inc., Buccaneer Bay, LLC, and Buccaneer Restaurant, LLC, their officers, agents, servants, or employees (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
2. I am fully aware of the unusual risks involved and hazards connected with this activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS OF PROPERTY, DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that may incur due to my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
4. I understand that Lake of the Ozarks Shootout Inc., Buccaneer Bay LLC, and Buccaneer Restaurant LLC, do not cover insurance for participants, covering any circumstances arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse if I am alive, and my heirs, assigns, and personal representative if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE THE ABOVE-NAMED RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Missouri.
6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed: No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I am at least eighteen (18) years of age and fully competent. I execute the Release fully intending to be bound by same.

Signed on this _____ day of August, 2024.

PARTICIPANT(S):

PRINTED NAME - DRIVER

SIGNATURE

PRINTED NAME – THROTTLEMAN

SIGNATURE