

DONALD G. BLANKA TRUST
ASSUMPTION OF RISK, WAIVER, AND RELEASE

I, the undersigned, recognize the inherent dangers associated with hunting, both natural and man-created; domestic animal activities; and fishing activities. I recognize that accidents involving firearms, ammunition, domestic animals, fishing equipment, natural hazards (including without limitation lakes, ponds, rivers, and streams), hidden ground openings, fences, poisonous plants, wildlife, and various other dangers may occur on the real estate (the "Premises") as described and set forth in Exhibit "1" hereto. I further recognize that inherent risks of domestic animal activities include, but shall not be limited to:

1. The propensity of a domestic animal to behave in ways, i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
2. The unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. Certain hazards such as surface and subsurface conditions;
4. Collisions with other domestic animals or objects; and
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

WARNING -- Under Kansas law, there is no liability for injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.

I recognize these dangers and the possible existence of other dangerous physical conditions on the Premises and I assume these risks and voluntarily enter the Premises in its present "as is" condition. Without limiting the previous sentence, I further recognize that there is no liability under Kansas Law for my injury or death resulting from engagement in domestic animal activities. K.S.A. 60-4001 through 60-4004.

In consideration for the right to enter the Premises, I hereby waive and release Donald G. Blanka, Trustee of the Donald G. Blanka Trust dated June 12, 2002 ("Blanka") and its trustees, agents, representatives, guests, employees, successors, and assigns from and against any and all claims, demands, causes of action, damages, including attorney's fees, resulting from any accident, incident, or occurrence arising out of, incidental to, or in any way resulting from my using the Premises and all improvements thereon and from engaging in any activities thereon, whether or not caused by Blanka's negligence or gross negligence. I further covenant and agree that I will not make any claim or institute any suit or action at law or in equity against Blanka or its trustees, agents, representatives, guests, employees, successors, or assigns by reason of conditions of the Premises or activities occurring thereon. I further agree to indemnify, defend, and hold harmless Blanka from and against any and all liability, damages, causes of action, claims, losses, or expenses (including attorney's fees) for damage to property, including damage to any livestock or livestock equipment on the Premises, or to the Premises themselves or to any improvements thereon, and for injury to or death of persons, which may arise, directly or indirectly, from or on account of my use of the Premises or engaging in any activities thereon, whether or not relating to the condition (whether latent or patent) of the Premises, and regardless of whether or not based upon the negligence of Blanka or any strict liability imposed upon Blanka as a result of its ownership of the Premises.

I further acknowledge that I have read these statements, understand their content and certify my compliance by my signature below.

Name (Printed)	Signature	Dated
If the above named is a minor (under 18), parent/guardian must agree and sign below:		
Name (Printed)	Signature	Dated