

RELEASE & INDEMNITY AGREEMENT

Complete and mail this section, along with registration and proof of insurance
MAIL TO: DLIA, ATV Committee, P O Box 21, Duncan, Ne 68634-0021
I have read, I fully understand and will comply with the ATV rules and regulations.

Lot address(s): _____ Phone: _____

Leaseholder(S) _____ (Print name(s))

RELEASE AND INDEMNITY AGREEMENT

Whereas, the Undersigned has requested and received permission from the ATV Committee of the Duncan Lakes Improvements Association (a Nebraska nonprofit corporation) for the operation of an ATV at Duncan Lakes, being a lake development situated in Section 13 and 18, Township 16 North, Range 2 West of the 6th P.M., Polk County, Nebraska.

Now therefore, in consideration of the permission so granted and as a condition thereof, the Undersigned hereby releases the Protected Parties (as identified below) from any liability or responsibility whatsoever for any damage or injury suffered by the Undersigned or any other party or parties acting with, through or on behalf of or in conjunction with the Undersigned and arising whether directly out the ownership, use or operation of any ATV, AND The Undersigned hereby further agrees to indemnify and hold harmless said Protected Parties from any liability, damages, responsibility or costs of any nature whatsoever (including, but not limited to court costs and attorney's fees) arising whether directly or indirectly out of the ownership, use or operation of any ATV by the Undersigned or any party or parties acting with, through, or on behalf of or in conjunction with the Undersigned, The obligations of the Undersigned hereunder (if more than one) shall be joint and several

For purpose of this Release and Indemnity Agreement the following definitions shall apply:

Undersigned shall mean a two, three or four-wheeled recreational machine including, but not limited to all-terrain vehicle, golf carts and similar recreational vehicles with any question as to whether any machine is an ATV to be resolved by the ATV Committee of the Duncan Lakes Improvements Association.

Protected Parties shall mean: The ATV Committee of the Duncan Lakes Improvements Association and its members, agents and employees; the Duncan Lakes Improvements Association and its members, officers, directors, agents and employees; Duncan Lakes, L.L.C. (a Nebraska Limited Liability Company) and its members, agents and employees and all other owners of property in the Duncan Lakes lake development.

Executed this _____ day of _____, 20_____

_____ Leaseholder/owner

_____ Leaseholder/owner

ATV ID (s) # _____