ATV RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Revised December 2026

The undersigned is a voluntary participant or the parent or legal guardian of a voluntary participant in the activity of riding or using ATVs, Motorcycles, dirt bikes, golf carts, or other off-road vehicles in or about Mavinstone's Giggling Creek Cottage property consisting of 45 acres located near 2059 Rockwood Park Road, Bassett Virginia. Initial: ___ Initial: ___

The undersigned further represents and certifies that he/she is at least 18 years of age and holds a valid driver's license or valid off-road license, if required, issued by the State of Virginia (or other state) authorizing him/her to operate the specific type of vehicle that he/she intends to operate on Mavinstone properties. Each participant, including the undersigned, acknowledges and understands that the operation of ATVs, motorcycles, dirt bikes, golf carts, and off-road vehicles poses a risk of serious injury or death to the operator or passengers of such vehicles. With full knowledge of such risks, I am voluntarily participating in these activities with the knowledge of the danger involved and hereby agree to accept all risk of injury or death and hold harmless Mavinstone Company, affiliates and owners. Initial: _____ Initial: _____

In consideration of being permitted to participate in the activity of riding ATVs, Motorcycles, and Dirt bikes, golf carts, or off-road vehicles on Mavinstone properties, the undersigned for him/herself, personal representatives, heirs and next of kin acknowledges, agrees, and represents that he/she hereby:

1. RELEASES, WAIVES, DISCHARGES, AND AGREES NOT TO SUE, Mavinstone, its officers, directors, shareholders, agents, employees, owners, affiliates, its insurers, if any entity related to or affiliated with it (herein "Releases"), releasing and discharging Mavinstone from any and all liability for any loss or damage and any and all claims on account of injury or death to the undersigned, or his personal property, whether caused by the negligence of the persons or entities released, or otherwise, while the undersigned is in or upon the above property, watching, riding, working, or in any way participating in the activities.

2. INDEMNIFIES, SAVES, AND HOLDS HARMLESS the releases, and each of them, their agents or employees, for any loss, liability, damages, costs or other expenses they may incur due to the presence or participation of the undersigned in the activities, whether caused by the negligence of the releases or otherwise.

3. Expressly acknowledges that the activities may be dangerous and can involve the risk of serious injury or death or property damages and knows of said dangers and assumes all risk of said dangers incidental to the activities.

4. Expressly acknowledges that this release, waiver, and indemnity agreement is intended to be as broad and as inclusive as is permitted by the laws of the Commonwealth of Virginia. If any portion of the agreement is held invalid, it is further agreed that the remainder of the agreement shall continue in full force and effect. This release is binding upon my heirs, executors, and assignees. The undersigned has read this agreement in its entirety and voluntarily signs this document knowing that it constitutes a waiver of liability and an indemnity agreement. No oral representations or inducements

have been made contrary to the terms of this agreement.

5. Any damage to the vehicles, property, or assets of Mavinstone Company will be reimbursed or compensated by Voluntary Participant within 7 calendar days.

Date: _____

Signed: _____

Print Name: _____

VOLUNTARY PARTICIPANT

If applicable: Parent or Guardian of _____ , A VOLUNTARY PARTICIPANT.

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