

**WAIVER AND RELEASE FROM LIABILITY FOR  
OWNER FOR USE OF HIKING**

I, \_\_\_\_\_, (together with any minor or minors being accompanied, "Hiker")  
HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Stanley Martin  
Homes, LLC, ("Landowner") from any and all claims, demands, debts, contracts, expenses, causes of  
action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or  
equity, that I ever had or may have, arising from or in any way related to my hiking activities on the  
premises of land owned by Stanley Martin Homes, LLC, known as the Preserve at Long Branch, in the  
County of Prince William, in the Commonwealth of Virginia, provided that this waiver of liability does  
not apply to any acts of gross negligence, or intentional, willful or wanton misconduct by Landowner since  
such premises was acquired by Landowner.

I understand that the activities that I will participate in are inherently dangerous and may cause serious or  
grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself,  
my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my  
property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death  
or damage to personal property and real property owned by Stanley Martin Homes, LLC, including but not  
limited to hiking or walking on the land, using the land in any manner, form or fashion, and engaging in any  
outdoor activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior  
written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE.  
The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or  
in part, only upon the prior written consent of both Landowner and Hiker.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and  
confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I  
have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement,  
promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete  
and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of  
age or older and mentally competent to enter into this waiver. This agreement and its terms and provisions  
will include any minors who accompany me or who are under my care. I further agree that I shall assume  
responsibility for watching and caring for minor's safety and guarding against all hazards, natural or man  
made, whether expressly mentioned in this WAIVER AND RELEASE or otherwise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature