

THIS NON-EXCLUSIVE LICENSE, WAIVER, RELEASE AND INDEMNITY AGREEMENT (Agreement) is entered into by and between Aaron Lonergan, individually, Sandy Bottoms, IL, Rivers Edge, IL (collectively, "Licensor" and the undersigned ("Licensee"), as of the today when electronic signed for the sole purposes and only upon the express terms and conditions more fully stated herein. Licensor and Licensee are each referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Licensor is the owner of certain real property consisting of approximately 165 acres located in Sedgwick County, Kansas.

WHEREAS, Licensor desires to grant to Licensee, and Licensee desires to accept for Licensor, a non-exclusive license to use such real property for Licensee's personal, non-commercial use personal to the terms and conditions set forth in this License.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants herein after set forth, and for other good and valuable consideration, the Parties agree as follows:

1. License Subject to the terms and conditions more fully set forth in this Agreement, Licensor hereby grants to Licensee a revocable, non-exclusive right to use the following described real property (the "License"), to wit:  
NW/4 of 31-29-2E, N/2 SE/4 of 31-29-E, SE Cop SW/4 NE/4 of 31-29-2E in Sedgwick County, Kansas, subject to easements and rights of way of record (collectively the "Property").
2. Personal; Non-Exclusive License. The License granted to Licensee is solely for the benefit of Licensee, and his/her/its guests and invitees so long as Licensee is present at the Property. The License granted to Licensee is non-exclusive and subject to and subordinate to the rights of Licensor and any other co-owner of the Property, who may use, transfer and/or convey the Property and/or any interest in and to the Property at any times and in any manner Licensor so desires. Licensor reserves the absolute right to make any installation, alteration or addition to or upon the Property at any time, regardless of the rights granted to Licensee hereunder.
3. Term. The term of the license granted by this Agreement shall commence upon the execution of this Agreement by Licensor and Licensee and continue until either Licensor or Licensee provides notice of such Party's election to terminate to the other Party.
4. License Fee. During the term of this Agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars (\$500.00) per year in advance. Licensor shall have the right to prorate any partial year. Licensee shall pay the Licensor the additional sum of Twenty Dollars (\$20.00) per day for any day in which Licensee brings a guest with their own vehicle for use at the Property along with Licensee.
5. Restrictions on Licensee's Use of Property. Licensee may only use the Property on the weekends for the non-commercial, personal use of driving their own ATV vehicles on and about the Property. Licensee may not use four wheelers or motorcycles on the Property at any time. Licensee must have seat belts and roll cages on any and all vehicles used on the Property at all times.  
A. Compliance with Laws. Licensee agrees that no use shall be made of the property which will be unlawful, improper, or contrary to any law, ordinance, code, rule, regulation or order applicable to the Property. Licensee, at Licensee's expense, shall obtain any and all approvals, permits, and licenses from governmental or quasi governmental authorities (collectively, "Approvals") which are required for Licensees specific use or activities on the Property.  
B. No Installations, Alterations or Additions. Licensee shall not make any installations, alterations or additions to or upon the Property without the express written consent of Licensor which may be withheld, condition, or delayed in Licensor's sole, absolute and arbitrary discretion.
6. No Assignment or Sublicense. Notwithstanding any other provisions of this Agreement, the License shall not assign, convey, , encumber or otherwise transfer, voluntarily or involuntarily, this License of any interest herein, are sublicense (which term, , without limitation, shall include granting of concessions, licensees and the like), or allow any other person or entity (except Licensee's personal guests and invitees who may only be present at the Property during such times when Licensee is present) to use and/or occupy the Property, without, in each instance, the prior written consent of the Licensor, which consent may be withheld in Licensor's sole, absolute and arbitrary discretion.

7. Damages. Licensee shall keep the Property and every part thereof in good order, condition and repair. Licensee is responsible for any and all damage to the Property that occurs during or in connection with the use of the Property by Licensee, of any of his agents, employees, guests or invitees. Licensee agrees to pay Licensor for the cost of repair or replacement of any damage(s).

8. Indemnity. Licensee shall indemnify and save harmless Licensor, and Licensor's agents, employees guests and invitees, against and from all claims, expenses or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by the Licensee or Licensee's guests, invitees, agents, servants, employees or anyone claiming by or through the Licensee, of the terms or covenants of this Agreement or the failure of the Licensee or such persons to comply with any rule, order, regulation or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Property or the Licensee's use thereof; or (b) arising directly or indirectly from any accident, injury or damage to any person or property occurring where such accident, injury or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the Licensee, Or the Licensee's guests, invitees, agents, servants, employees or anyone claiming by or through the Licensee. This indemnity and hold harmless agreement shall include indemnity against all expenses or liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel reasonably acceptable to Licensor. This indemnity and hold harmless agreement shall survive the termination and/or cancellation of this Agreement.

9. Licensee's Risk; WAIVER, RELEASE. The Licensee agrees to use the Property at the Licensee's sole risk; and the Licensor shall have no responsibility or liability for any loss or damage, however caused, to property of the Licensee or of any person(s) claiming by, through or under the Licensee. Licensee hereby waives and releases Licensor from and against any and all claims arising directly or indirectly from any accident, injury or damage to any person or property occurring where such accident, injury or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the Licensee, or the Licensee's guests, invitees, agents, servants, employees or anyone claiming by or through the Licensee.

This waiver and release shall survive the termination and/or cancellation of this Agreement. Licensee acknowledges and agrees Licensee shall cause any and all of his/her/its guests, invitees, agents, servants, employees to execute and return a waiver, release and indemnity agreement prior to use of the Property by such guest, invitee, agent, servant or employee.

10. Rules and Regulations. Licensee agrees to abide by any rules and regulations concerning the Property as may be provided by Licensor from time to time in Licensor's sole, absolute and arbitrary discretion.

11. Termination. Notwithstanding anything to the contrary which may be contained in this Agreement, Licensor may terminate this Agreement at any time. This Agreement shall automatically terminate in the event Licensor sells all or any part of the Property at any time.

12. Sever-ability. All of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph or section hereof If any portion of any term or provision of this Agreement or the application thereof to any persons or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. Entire Agreement; Amendments. All negotiations, considerations, representations, and understandings between Licensor and Licensee are incorporated herein and this Agreement expressly supersedes any proposals or other written documents relating hereto. This Agreement may be modified or altered only by written agreement executed by Licensor and Licensee.

14. Choice of Law. This Agreement shall be deemed to have been entered into in the State of Kansas, and all questions concerning the validity, interpretation or performance of any of its terms of provisions, or of any rights or obligations of the parties hereof, shall be governed by and resolved in accordance with the internal laws of the State of Kansas, including, without limitation, the statute of limitations.

15. Self-Help. In the event that Licensee shall fail to observe or perform any liability or obligation required to be observed or performed by it then Licensor shall have the right, upon five (5) days notice to Licensee except, however, no such notice shall be required in the case of an emergency, to perform

such obligation and the reasonable cost therefor incurred by Licensor shall be paid by Licensee to Licensor on demand.

16. Notices. Whenever, by the terms of this Agreement, notice shall or may be given either to the Licensor or to the Licensee, such notice shall be in writing and shall be delivered by hand, certified mail or sent by so-called overnight "express" mail (such as Federal Express or U.S. Postal Service Express Mail), at the address set forth for such party on the signature page of this Agreement, or to such other addresses as may from time to time hereafter be designated by a party by like notice. All such notices shall be effective when personally delivered or when delivered by the "express" mail carrier, as the case may be.

17. Remedies Cumulative. No reference to any specific right or remedy shall preclude Licensor from exercising any right or having any other remedy, or from maintaining any action to which he may otherwise be entitled at law or in equity under this

18. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement, and shall not be used in construing it.

19. Duplicates and Counterparts. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed to be an original, and each of which together shall constitute one and the same instrument. Facsimile and/or electronic signatures shall be treated as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

LICENSOR:

Aaron Lonergan, individually;  
Sandy Bottoms, LLC; and Rivers Edge, LLC

DATE - Online Date Agreed

By:

Aaron Lonergan, individually and as Manager of Sandy Bottoms, LLC and Rivers Edge, LLC

LICENSEE:

Name:

Address:

Phone: \_

E-mail: \_

Household Numbers -

Signature Electronic with agreed to all the above information.

Required signed agreement in person.