

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I, _____, am executing this Release and Waiver of Liability, Assumption of Risk and Indemnification Agreement (the "Release Agreement") as a condition to participating in Fishing, Camping Hiking, Hayrides, Animal Petting, and other activities organized or held by the Released Parties upon the Released Party's property (the "Activities"). This Release Agreement shall apply to Lowry's Fishing Farm, LLC, Rafe's Island Farms, LLC, Sadie's Channel Cats, LLC, ECJL Farms, LLC, and their volunteers, officers, employees, directors, shareholders, members, managers, owners, agents, and assigns (the "Released Parties" and/or "Released Parties"). The Released Parties are agritourism professionals participating in providing agritourism activities pursuant to North Carolina General Statute §99E-31.

I agree to observe and obey all posted rules and warnings and any oral instructions or directions given by the Released Parties before and during the Activities. I understand that I share responsibility for safety during the Activities and I accept this responsibility.

I recognize that there are inherent risks associated with the Activities, and that even though the Released Parties have taken reasonable precautions to provide safety preparations for the Activities, it is impossible for the Released Parties to guarantee my safety. I assume full responsibility for any personal injury and property damage that may occur during or in connection with the Activities. I have no physical or psychological conditions that would prohibit me from participating in the Activities. If I perceive anything as dangerous and as a result wish to terminate my participation in the Activities, I will notify the Released Parties immediately.

I recognize and understand that there are ponds and bodies of water upon the property where the Activities will take place and that there are no lifeguards monitoring the property or the ponds. I further agree and warrant that I will not attempt to swim in, wade into, or otherwise enter any body of water on the property upon which the Activities will take place and I will participate in the Activities, including those at or around bodies of water, at my own risk.

I hereby acknowledge that the Coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization (WHO) and is reported to be extremely contagious. I understand that COVID-19 can cause serious and potentially life-threatening illness, including death, and that the Released Parties cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 while participating in the Activities, despite reasonable precautions taken by the Released Parties.

I agree to indemnify and defend the Released Parties against all claims, causes of action, damages, judgments, costs and expenses, including without limitation attorney fees and other costs, which may in any way arise from my participation in the Activities. I further agree to pay for and indemnify the Released Parties from any costs, damages, fees including attorneys fees, related to or caused by any negligent, reckless, intentional, or willful actions by myself.

I hereby release, waive, and discharge the Released Parties from all liability to myself, my participant(s), in connection with the Activities, including without limitation any loss, injury, or damage I may suffer that may be in any way related to the Activities. I covenant not to sue for such claims. I intend for this release and waiver to be as broad and inclusive as allowed by law, and if any portion of this Release Agreement is held invalid, the remaining portions shall be in full legal force and effect.

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

The invalidity or unenforceability of any provision of this Agreement or the application thereof to any person or circumstance shall not affect or impair the validity or enforceability of any other provision or the application of the first provision to any other person or circumstance. Any provision of this Agreement that might otherwise be invalid or unenforceable because of contravention of any applicable law, statute or governmental regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation or unenforceability and such provision as so amended shall remain in full force and effect as a part hereof.

Any legal or equitable claim that may arise from this Release Agreement shall be resolved under North Carolina law and shall be brought in the state courts of Robeson County, North Carolina.

In case of an emergency please call:

Name: _____

Relationship: _____

Phone No: _____

WARNING

UNDER NORTH CAROLINA LAW, THERE IS NO LIABILITY FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN AN AGRITOURISM ACTIVITY CONDUCTED AT THIS AGRITOURISM LOCATION IF SUCH INJURY OR DEATH RESULTS FROM THE INHERENT RISKS OF THE AGRITOURISM ACTIVITY. INHERENT RISKS OF AGRITOURISM ACTIVITIES INCLUDE, AMONG OTHERS, RISKS OF INJURY INHERENT TO LAND, EQUIPMENT, AND ANIMALS, AS WELL AS THE POTENTIAL FOR YOU TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO YOUR INJURY OR DEATH. YOU ARE ASSUMING THE RISK OF PARTICIPATING IN THIS AGRITOURISM ACTIVITY.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY, VOLUNTARILY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

_____ (sign)

_____ (date)

_____ (print)

Print the name of any minor for whom you are signing this Release Agreement as legal guardian here:
