

February 8, 2025

LIABILITY WAIVER AND RELEASE OF CLAIMS

LIABILITY WAIVER AND RELEASE OF CLAIMS: I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with Enduring Gratitude, and I willingly engage in Enduring Gratitude events and/or other fundraising activities (the "Activity").

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19.

I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19.

1. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any Enduring Gratitude fundraising event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that:

(a) Enduring Gratitude (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of any such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims").

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST ENDURING GRATITUDE AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES.

THIS NOTICE, DISCLOSURE AND DISCLAIMER AGREEMENT (the "Agreement") is given by the undersigned Guest of **Beaver Pont Sporting Club LLC**, a North Carolina limited liability company ("BPSC").

BACKGROUND AND PURPOSE

BPSP operates a club for fishing, hunting and other outdoor activities for its Members and their guests. The undersigned is a guest of BPSC or one of its dues-paying members **NOW, THEREFORE**, in consideration of the guest privileges afforded by BPSC to the Guest, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, I do hereby agree, covenant, and promise as follows:

1. As used herein, the following words and phrases shall have the meanings set forth below:
 - a. "Activity" and "Activities" shall mean fishing, hunting, skeet shooting and other activities offered by BPSC, including, but not limited to, the use of firearms and my physical presence on the premises of BPSC.
 - b. "Participant(s)" shall mean the undersigned Guest, dues paying members of BPSC and other guests who engage in the Activities.
 - c. "BPSC Releasees" shall mean BPSC, its agents, independent contractors, employees, Members (owners), managers, its representatives, successors and assigns.
 - d. "Risks" shall mean all risks and dangers to me, other Participants and bystanders of death, or any illness as COVID-19 or serious bodily injury which may be caused by my own actions or inactions and those of other Participants, the condition in which the Activity takes place or the negligence or action or inactions of BPSC Releasees and all other risks and social and economic losses including those not known to me or readily foreseeable at this time.
2. I understand the Risks inherent in participating in the Activities. I am familiar within and have sufficient skill and experience with the Activities to understand their potentially dangerous nature and understand that my participation in the Activities of other Participants involves Risks.
3. I wish to, and I so hereby voluntarily and freely choose to and consent to, participate in the Activities and, in doing so, incur such Risks.
4. I do further acknowledge that BPSC is not responsible for any personal injury, loss of life, illness or other damage arising out of participation in the Activities by me and other Participants.
5. I promise to exercise the highest standard of care in being watchful and alert for potential dangers to myself, to other persons, aid to the property of others (including BPSC).
6. I will not bring any legal action against the BPSC Releasees for, and I hereby and forever disclaim and release the BPSC Releasees from, and waive, any and all actions, claims, complaints, costs, and expenses (including attorney's fees), debts, demands, or suits or proceedings, at law or in equity, or in bankruptcy or otherwise, known or unknown, direct or derivative, present or future, that I may have, claim to have nor or in the future or which may hereafter arise for, upon, or reason of any matter, course or whatsoever with respect to or arising out of the Activities.
7. If, despite this Agreement, I do bring any such legal action, then I agree to hold and save the BPSC Releasees from, and waive, any and all actions, claims, complaints, costs and expenses (including attorney's fees), debts, demands, or suits or proceedings, at law or in equity, or in bankruptcy or otherwise, known or unknown, direct or derivative, present or future, that I may have, claim to have nor or in the future or which may hereafter arise for, upon, or reason of any matter, course or whatsoever with respect to or arising out of the Activities.
8. I am fully responsible for and shall reimburse BPSC for any damage to real or personal property occurring as a result of my acts or omissions while engaged in the Activities.
9. I acknowledge and agree and fully understand all of its terms and conditions; that, by executing and entering into this Agreement, I have given up substantial rights; that I have signed it freely and intend for it to be a complete and unconditional release of all liability to the fullest extent allowed by law. If any portion of the Agreement is declared invalid, the remaining provisions, notwithstanding, shall continue to be in full force and effect.
10. The Agreement shall be binding upon my heirs, personal representatives, successors and assignees.

Print Name: _____ Date: ____/____/____ Signature: _____