

Jordan Lake Farms, LLC

LIABILITY WAIVER AND RELEASE AGREEMENT

PLEASE READ CAREFULLY

Introduction: This document outlines the responsibilities of the Primary Contact named below while visiting and bringing guests to Jordan Lake Farms. You and your guest(s) must exercise caution when visiting the farm and always follow instructions provided by signs, the Jordan Lake Farms website, and on-site personnel. **BY SIGNING THIS AGREEMENT, YOU WAIVE THE RIGHT TO SUE FOR DAMAGES IF AN ACCIDENT OCCURS.**

Primary Contact Information:

- **Full Name:** _____
- **Business Name (if applicable):** _____
- **Address:** _____
- **City, State, Zip Code:** _____
- **Phone Number:** _____
- **E-mail Address:** _____

1. **Release and Indemnification:** Primary Contact, on behalf of itself, its guest(s), and client(s), agrees to RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS and COVENANT NOT TO SUE Jordan Lake Farms, LLC, its owners, employees, agents, affiliates, or anyone else directly or indirectly connected with Jordan Lake Farms, LLC (collectively "JLF") from and against any and all losses, costs, claims, damages, or expenses of any kind, including reasonable attorneys' fees, arising out of or related to personal injury (including death), property damage, or any other matter resulting from Primary Contact's or its guests' or clients' use of, actions upon, or presence on Jordan Lake Farms. JLF shall have no obligation to protect or insure Primary Contact, its guests, or their personal property. Primary Contact and its guests shall be solely responsible for their own acts, omissions, and negligence. This provision shall survive the expiration or termination of this Agreement.
2. **Statutory Warning:** Under North Carolina law (N.C. Gen. Stat. § 99E-2), 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 injury or death. You are assuming the risk of participating in this agritourism activity.
3. **Assumption of Risks:** Primary Contact acknowledges and fully understands the inherent risks and potential dangers associated with entering and participating in activities on Jordan Lake Farms, including but not limited to risks of death, bodily injury, harm, or

damage to personal property. These risks include, but are not limited to, uneven terrain, unpredictable animal behavior, adverse weather conditions, equipment failure, and interactions with other participants. PRIMARY CONTACT ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH suffered by itself, its guest(s), or client(s) arising from their presence or activities on the property.

4. **Binding Effect:** This Agreement shall be binding upon Primary Contact, its guests, clients, employees, agents, owners, officers, directors, shareholders, members, heirs, next of kin, assigns, and personal representatives. This Agreement constitutes a RELEASE, WAIVER, DISCHARGE, INDEMNIFICATION, AND COVENANT NOT TO SUE Jordan Lake Farms, LLC or its employees, owners, or agents and may be pled as a complete defense in any legal proceedings initiated by Primary Contact, its guests, or clients against JLF.
5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal action arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Chatham County, North Carolina.
6. **Age and Authority:** Primary Contact, or the person executing this Agreement on its behalf, represents that they are at least eighteen (18) years of age or are represented by a legal guardian who is at least eighteen (18) years of age and fully competent and authorized to enter into a binding contract.
7. **Condition of Participation:** Primary Contact acknowledges that execution of this Agreement is a condition of being permitted to enter Jordan Lake Farms property and participate in any activities thereon. Primary Contact, on behalf of itself and its guests and clients, voluntarily accepts the terms of this Agreement and agrees to comply with all regulations and instructions provided by JLF for each activity.
8. **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permissible under North Carolina law.
9. **Medical Conditions:** Primary Contact, on behalf of itself and its guests and clients, represents that each has no known medical, mental, emotional, or physical conditions that could interfere with their safe participation in activities at JLF. Primary Contact and its guests and clients assume liability for and bear the costs of all risks created, directly or indirectly, by any such conditions. Primary Contact and its guests and clients may choose not to participate in or may discontinue any activity with which they are not comfortable.
10. **Media and Likeness Release:** Primary Contact, on behalf of itself and its guests, grants JLF a perpetual, worldwide, irrevocable, non-exclusive, freely assignable, royalty-free right to use, reproduce, publish, exhibit, or otherwise exploit their names, images, likeness, voice, statements, or performance (collectively, "Likeness") and any materials incorporating the foregoing (the "Materials"), including photographs, videos, or audio recordings, for the purpose of advertising and promoting JLF and its products or services. No additional notice, consent, or compensation is required. Primary Contact and its guests agree to hold harmless and indemnify JLF from any claims, damages, or liabilities arising from the use of such Materials. This provision shall survive the expiration or termination of this Agreement.

11. **No Other Agreements:** Primary Contact represents that no promise, inducement, or agreement not set forth herein has been made, that this Agreement constitutes the entire agreement between the parties, and that Primary Contact and its guests and clients intend to be bound by its terms.
12. **Assignment by JLF:** JLF may unilaterally assign or transfer its rights, benefits, interests, and obligations under this Agreement to its owners, affiliates, or subsidiaries without notice to Primary Contact. Any such assignment shall be binding upon Primary Contact and its guests and clients.
13. **Force Majeure:** JLF shall not be liable for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, government actions, or public health emergencies.
14. **Acknowledgment of Voluntary Execution:** PRIMARY CONTACT REPRESENTS THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT, ACKNOWLEDGES THAT IT WAIVES CERTAIN LEGAL RIGHTS BY SIGNING, AND SIGNS THIS AGREEMENT VOLUNTARILY, INTENTIONALLY, AND WITHOUT DURESS.

Primary Contact Signature (must be over the age of 18): _____

Print Name: _____

Date: _____