

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Participation in activities at The Farm Dobson, LLC is voluntary. You must exercise caution in any activity you participate in and follow all instructions given by any signs or personnel on site.

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. Chapter 99E of the North Carolina General Statutes.*

WARNING: *Under North Carolina law, a farm animal activity sponsor or farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting exclusively from the inherent risks of farm animal activities. Chapter 99E of the North Carolina General Statutes.*

WARNING: *Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.*

1. The Farm Dobson, LLC provides the opportunity for Participants to engage in various agritourism activities, farm animal activities, equine activities and other activities.
2. An 'agritourism activity' is any activity carried out on a farm or ranch that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, harvest-your-own activities, or natural activities and attractions. An activity is an agritourism activity whether or not the participant paid to participate in the activity.
3. There are certain dangers or conditions that are inherent risks involved in any agritourism activity. These include but are not limited to certain hazards, including surface and subsurface conditions, natural conditions of land, vegetation, and waters, the behavior of wild or domestic animals, and ordinary dangers of structures or equipment ordinarily used in farming and ranching operations. Inherent risks of agritourism activities also include the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, including failing to follow instructions given by the agritourism professional or failing to exercise reasonable caution while engaging in the agritourism activity.
4. An equine activity is any activity involving a horse, pony, mule, donkey, or hinny.
5. There are certain dangers or conditions that are inherent risks involved in any equine activity. These are dangers or conditions that are an integral part of engaging in an equine activity, including but not limited to the possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them, and the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.
6. Other activities provided by The Farm Dobson, LLC carry their own inherent risks, and may expose the Participant to loss, damage, or injury, including death. All Participants of any type of activity at the farm have an affirmative duty to exercise caution and to act in a responsible manner while participating. Do not participate in any activities at The Farm Dobson, LLC if you are under the influence of any impairing substance, or if you have any physical or other mental limitation that prevents you from doing so cautiously and responsibly.
7. By participating in agritourism activities or equine activities, or any other activity at The Farm Dobson, LLC, you are assuming the risks of said activities. Participation in these activities is voluntary, and done at the sole responsibility of Participant. The Farm Dobson, LLC is not liable for injury to or death of a participant resulting from the inherent risks of agritourism activities, equine activities or any other activity.

8. By execution of this Agreement you agree that The Farm Dobson, LLC shall not be liable for any injury or loss to person or property that the Participant may sustain while participating in agritourism activities, equine activities, or any other activity at The Farm Dobson, LLC. You hereby release The Farm Dobson, LLC from any liability whatsoever for any personal injury arising out of participation in agritourism activities, equine activities, and any other activity at The Farm Dobson, LLC.
9. In exchange for participation in agritourism activities, equine activities, or other activities at The Farm Dobson, LLC you agree that The Farm Dobson, LLC is hereby released, waived and discharged for any liability, claim and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Participant as a result of participation in said activities at The Farm Dobson, LLC, and this document shall be deemed as a covenant not to sue The Farm Dobson, LLC for the same. You further agree to indemnify and hold harmless The Farm Dobson, LLC from any loss, damage, or injury, including death, resulting from said activities at The Farm Dobson, LLC, whether such injury or loss is the result of Participant's negligence, negligence of The Farm Dobson, LLC or the negligence of any third party.
10. This Agreement shall be binding upon any of Participants heirs or personal representatives of Participant's estate, and to any successor and/or assign of The Farm Dobson, LLC.
11. This Agreement, and any matter arising out of or related to this Agreement, shall be governed by the laws of the State of North Carolina. This Agreement shall be construed as a release and waiver to the maximum extent permissible by North Carolina Law.
12. Except as otherwise provided herein proper venue for any dispute arising from this Agreement or activities at The Farm Dobson, LLC shall lie in Surry County, North Carolina.
13. If any provision of this Agreement is deemed to be invalid, the invalidity shall not affect other provisions of this Agreement which may still be given effect without the invalid provisions.
14. To the extent allowed by law, by executing this Agreement I agree to waive my right to a jury trial of any dispute or claim, and to resolve any and all disputes or claims through arbitration.
15. Any and all disputes or claims arising from or related to this Agreement (including any disputes or claims related to validity or enforcement of this Agreement) or the premises of or activities or services provided by The Farm Dobson, LLC, shall be brought by the parties in their individual capacity and not as a plaintiff or member of any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed, or before any other arbitrator mutually selected by the parties. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. The arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by 9 U.S.C. § 1 et seq.
16. I acknowledge that I am fully aware of the legal consequences of entering this Agreement, and that I do so after consulting with counsel (or that I otherwise waive the opportunity to consult with counsel).
17. I acknowledge that I have no physical or emotional condition which could interfere with my participation in agritourism activities, equine activities, or any other activity at The Farm Dobson, LLC, and that I am capable of safely participating in said activities.
18. I agree and consent that there may be photographs and/or videos taken of Participant while at The Farm Dobson, LLC. The Farm Dobson, LLC shall hold the exclusive copyright to any such photograph and/or video. Said photographs and/or videos may be reproduced, sold, or otherwise used by The Farm Dobson,

LLC in promotional materials, social media, its website, or other media. I release The Farm Dobson, LLC from liability for any violation of personal and/or proprietary right I may have in connection therewith.

19. The Farm Dobson, LLC is following CDC and NC DHHS recommended guidelines related to COVID-19. By executing this waiver, you acknowledge that:

- a. I will comply with all procedures established by The Farm Dobson, LLC to reduce the spread while participating in activities at The Farm Dobson, LLC.
- b. I understand that The Farm Dobson, LLC cannot guarantee that Participants will not be exposed while participating in our activities. I assume the risk of being exposed as a result the actions, omissions or negligence of myself and others, including other Participants at The Farm Dobson, LLC.
- c. Further, I specifically acknowledge that:
 - i. I am not presently experiencing any symptoms of illness such as cough, fever, chills, shortness of breath, difficulty breathing, muscle pain, sore throat, or new loss of taste or smell.
 - ii. I have not travelled internationally within the last 14 days.
 - iii. I have not travelled to any area within the United States known to be highly impacted by COVID-19 within the last 14 days.
 - iv. I have not been in the presence of anyone who has been suspected or confirmed of being infected with COVID-19 within the last 14 days.
 - v. I have not been suspected of or confirmed with being diagnosed as having COVID-19 within the last 14 days.
- d. All provisions of this Release and Waive as set forth above shall apply to any potential exposure to COVID-19 in the same manner and effect as set forth for agritourism and equine activities.

I HAVE READ THIS AGREEMENT, I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I MAY HAVE WAIVED RIGHTS BY SIGNING THIS AGREEMENT. I HAVE NOT BEEN COERCED INTO SIGNING THIS AGREEMENT, AND I AM UNDER NO PRESSURE OR DURESS TO SIGN THIS AGREEMENT. I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS AGREEMENT. I SIGN THIS AGREEMENT INTENTIONALLY, VOLUNTARILY AND OF MY OWN FREE WILL.

BY SIGNING THIS AGREEMENT, YOU ASSUME THE RISK OF ALL ACTIVITIES AT ‘THE FARM DOBSON, LLC’.

Name (Print)

Signature

Date

If Participant is under the age of 18, signature of parent/legal guardian is required:

Name of Guardian (Print)

Signature

Date