

LIABILITY WAIVER & RELEASE

Full Name: _____
Age: _____ Date of Birth: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ E-mail Address: _____

LIABILITY WAIVER AND RELEASE AGREEMENT PLEASE READ CAREFULLY

Introduction: This document explains that by participating in any activities at Carrigan Farms, you choose to do so on your own responsibility. You should and must show caution when participating in the activities and always follow the instructions given by signs, messages on the Carrigan Farms website and personnel on site. You will not be able to sue for damages if an accident occurs.

1. I agree, on behalf of myself and the minor(s) listed on this document to **RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE** Carrigan Farms, LLC, Learning Lounge, LLC, Chimera Properties, LLC, any of its affiliates, subsidiaries, or parent companies and each of its owners, employees, and agents, or anyone else directly or indirectly connected with Carrigan Farms, LLC, Learning Lounge LLC, or Chimera Properties, LLC (collectively "CARRIGAN FARMS") from any liability whatsoever arising from any injury, including death, to me or my child, or damage to property belonging to me or my child while on the CARRIGAN FARMS property and participating in any activity on the property. The scope of this release includes, but is not limited to acts of ordinary negligence by CARRIGAN FARMS, as well as medical treatment provided, or failed to be provided by CARRIGAN FARMS.
2. **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.**
3. I fully understand and assume the risks and potential dangers associated with entering upon the property and participating in any activity on the property. Understanding these risks and dangers, I ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be suffered by me/my child.
4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS CARRIGAN FARMS from any loss, liability, damage or cost, including court costs and attorney's fees, that may result for my/my child's presence on the property and participation in any activity on the property.
5. I acknowledge and agree that this Agreement shall be binding upon the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be considered a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE CARRIGAN FARMS.
6. I acknowledge and agree that the laws of the State of North Carolina shall apply to this Agreement and to any matters arising out of or related to this Agreement.
7. I represent that I am at least eighteen (18) years of age, or represented by a legal guardian who is least eighteen (18) years of age, and fully competent to enter into a binding contract.
8. I acknowledge and agree that I am executing this Agreement in consideration of being permitted to enter upon CARRIGAN FARMS property and being allowed to participate in any activity on the property and

accept and agree to always act in accordance with the regulations and instructions given by Carrigan Farms for each activity I participate in.

9. This Agreement shall be construed to provide a release and waiver to the maximum extent permissible under North Carolina law.
10. I agree, on behalf of myself and the individual(s) listed below, that I have no medical, mental, emotional, or physical conditions which could interfere with my safe participation in activities at Carrigan Farms or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such conditions. At any time, I have the right not to participate in or to discontinue my participation in a specific activity with which I am not comfortable.
11. I agree and consent for all purposes, on behalf of myself and the individual(s) listed below, to allow for the reproduction, selling, and/or use of photographs or videos of myself, and the individual(s) listed below, (with or without the use of my name), by Carrigan Farms, LLC and by any designee of Carrigan Farms, LLC in media, promotional materials, brochures and/or website. In giving this consent I release Carrigan Farms, LLC and its designees from liability for any violation of any personal and/or proprietary right I may have in connection therewith.
12. **ARBITRATION: I understand that by signing this Agreement, I am giving up my right to a trial by jury, and so willingly and voluntarily. I do so for myself and on behalf of the minor (s) listed.**
13. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications.

I REPRESENT THAT I HAVE READ THIS AGREEMENT, I FULLY UNDERSTAND THAT I HAVE WAIVED RIGHTS BY SIGNING IT, I AM UNDER NO PRESSURE OR DURESS TO SIGN, AND I SIGN THIS AGREEMENT INTENTIONALLY, VOLUNTARILY, AND OF MY OWN FREE WILL.

Participant's Signature (if over the age of 18):

Print Name: _____

Signature: _____ Date: _____

Parent/Legal Guardian Signature: (if Participant is under the age of 18)

Please note that a non-parent guardian, by signing this document, takes upon himself/herself, the full responsibility of the minor(s) in question as if they were a parent. They also confirm that they are authorized to act in such a role by a parent /legal guardian.

Print Name: _____

Mailing address: _____

Telephone number: _____ Email address: _____

Signature: _____ Date: _____