

Grace Tree Farm Liability Waiver & Release

Primary Contact Full Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ E-mail Address: _____

LIABILITY WAIVER AND RELEASE AGREEMENT PLEASE READ CAREFULLY

Introduction: This document explains the responsibility of Primary Contact named above while visiting and bringing guests to GraceTree Farm. You and your guest(s) must show caution when visiting the farm and always follow the instructions given by signs, information on the Grace Tree Farm website, the Facebook page/messenger, personnel on site, and/or email communication. **YOU WILL NOT BE ABLE TO SUE FOR DAMAGES IF AN ACCIDENT OCCURS.**

1. Primary Contact agrees, on behalf of itself and its guest(s) and client(s), to **RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS** and **COVENANT NOT TO SUE** Grace Tree Farm and its owners, employees, agents, or anyone else directly or indirectly connected with Grace Tree Farm (collectively "GTF") from and against any and all losses, costs, claims, damages or expenses of any kind, including attorneys' fees, threatened against or incurred by GTF related to or stemming from any personal injury, property damage, or other matter of any kind arising out of Primary Contact's or its guests' or clients' use of, actions upon or presence upon the Grace Tree Farm. Primary Contact, on its own behalf and on behalf of its guests and clients, releases and discharges GTF from any and all responsibility or liability for injury (including death) and/or loss or damage to personal property that may arise in connection with their use of or presence upon Grace Tree Farm. GTF shall have no obligation to protect or insure Primary Contact or its guests, or their personal property, while located upon Grace Tree Farm. Primary Contact and its guests shall be solely responsible and liable for their own acts, omissions, and negligence. The provisions of this section shall survive any expiration or termination of this Agreement.
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. Primary Contact fully understands and assumes the risks and potential dangers associated with entering upon the property and participating in any activity on the property, including

risk of death, bodily injury or harm, and risk of harm or damage to personal property. Understanding these risks and dangers, PRIMARY CONTACT ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be suffered by Primary Contact or its guest(s) or client(s).

4. Primary Contact acknowledges and agrees that this Agreement shall be binding upon its guests, clients, employees, agents, owners, officers, directors, shareholders, members, heirs, next of kin, assigns, and personal representatives, and this Agreement shall be considered a RELEASE, WAIVER, DISCHARGE, INDEMNIFICATION, AND COVENANT NOT TO SUE GTF or any employees, owners or agents thereof. This Agreement may be pled as a complete defense in any legal proceedings filed by Primary Contact or its guests or clients against GTF.
5. Primary Contact acknowledges and agrees 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.
6. Primary Contact, or the person executing this Agreement on its behalf, represents that they are at least eighteen (18) years of age or 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. Primary Contact acknowledges and agrees that it is executing this Agreement in consideration of its being permitted to enter upon the Grace Tree Farm property and being allowed to participate in any activity on the property. Primary Contact, on behalf of itself and its guests and clients, accepts the terms of this Agreement voluntarily and agrees to always act in accordance with the regulations and instructions given by GTF for each activity it participates in.
8. This Agreement shall be construed to provide a release and waiver to the maximum extent permissible under North Carolina law.
9. Primary Contact agrees, on behalf of itself and its guest(s) and client(s), that each has no known medical, mental, emotional, or physical conditions which could interfere with their safe participation in activities at GTF and each is willing to assume liability for and bear the costs of all risks that may be created, directly or indirectly, by any such conditions. At any time, Primary Contact and its guests and clients shall have the right not to participate in or to discontinue their participation in any activities with which they are not comfortable.
10. Primary Contact, for itself and on behalf of its guests, grants and licenses to GTF a perpetual, worldwide, irrevocable, non-exclusive, freely assignable with the right to sublicense (by GTF), royalty-free, and paid-up right to use, reproduce, duplicate, integrate, publish, exhibit, sell, sublicense, or otherwise exploit (collectively, "Use") their names, images, portraits, pictures, likeness, voice, statements (including extractions thereof), performance, and/or signature (as applicable), including any derivatives, modifications, alterations, or edits thereto (collectively, their "Likeness") and all materials created by or on behalf of Primary Contact or its guests or clients that incorporate any of the foregoing (the "Materials"),

including video, photographs, negatives, positives, prints, digital reproductions, audio recordings, or other manifestations thereof on, or in connection with any media, including the Internet, GTF's or other relevant websites, social media sites, blogs, and any digital and new media along with any activating or subscription-based technical components or features provided thereon, whether now existing or hereafter developed. GTF's use of the Materials shall be solely for the purpose of advertising and promoting GTF and any of its products or services, and without any additional notice to, consent by, approval by, or compensation to Primary Contact or its guests or clients. Primary Contact and its guests and clients hereby agree to hold harmless and indemnify GTF from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including, but not limited to, attorneys' fees, reputational injury, mental anguish, emotional distress, public ridicule, embarrassment, or humiliation, sustained or incurred as a result of the consents granted in this section. This section shall survive the expiration or termination of this Agreement.

11. 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.
12. Primary Contact, for itself and on behalf of its guests, declares and represents that (a) no promise, inducement, or agreement not set forth above has been made to it, (b) this Agreement contains the entire agreement between the parties hereto, and (c) Primary Contact and its guests and clients intend to be bound by this Agreement.
13. Primary Contact acknowledges, agrees, and consents that GTF is authorized to unilaterally, at any time, and with or without notice to Primary Contact, assign or transfer all of GTF's rights, benefits, interests and obligations under this Agreement to GTF's individual owners and/or any affiliated entities or subsidiaries. Any such assignment shall be binding upon Primary Contact and its guests and clients. PRIMARY CONTACT REPRESENTS THAT IT HAS READ THIS AGREEMENT, IT FULLY UNDERSTANDS THAT IT HAS WAIVED RIGHTS BY SIGNING THIS AGREEMENT, IT IS UNDER NO PRESSURE OR DURESS TO SIGN, AND IT SIGNS THIS AGREEMENT INTENTIONALLY, VOLUNTARILY, AND OF ITS OWN FREE WILL.

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

Print Name: _____ Date: _____

Grace Tree Farm Signature: _____

Printed Name: _____ Date: _____