

**WAIVER AND RELEASE OF LIABILITY AND ACKNOWLEDGMENT
AND ACCEPTANCE OF DANGERS, RISKS, AND HAZARDS**

In consideration of J. D. Edwards Investments, LLC and Oak Lodge Farms, LLC (the "Owners") granting permission to engage in "Outdoor Activities" (hereinafter defined), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned on behalf of the undersigned and any listed minor (the "Participants"), and on behalf of the Participants' heirs, personal representatives, guardians and next of kin agree as follows:

1. Notice Relating to Coronavirus/COVID-19. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatments, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious potentially life-threatening illness and even death.

The Owners cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while engaging in Outdoor Activities on the Property (hereinafter defined). It is not possible to prevent against the presence of the disease. Therefore, if you choose to engage in Outdoor Activities and enter onto the Property you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

2. Assumption of All Risks.

(a) The Participants acknowledge that the Outdoor Activities are inherently and unavoidably dangerous, and may result in serious bodily injury, death or property damage, and that by their signatures below they knowingly, voluntarily, and willingly assume all risks relating to all Outdoor Activities conducted on the Property.

(b) The Participants agree to take full responsibility for the selection, examination, adjustment, control and conduct of all Outdoor Activities (as herein defined).

(c) The Participants warrant and represent that the Participants have sufficient experience and skill to undertake the Outdoor Activities in which they elect to engage.

(d) The Participants assume full responsibility for any risk of bodily injury, death or property damage due to Outdoor Activities, including such injuries as may be due to the negligence or carelessness of the "Releasees" as hereinafter defined, including, without limitation, any claim or injury resulting from the existence of hidden, latent, or obvious defects in or about the Property.

(e) The Participants acknowledge that they are voluntarily participating in the Outdoor Activities, and that the Participants are under no obligation to engage in the Outdoor Activities.

(f) I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to engage in Outdoor Activities and enter the Property. The Outdoor Activities are of such value to me [and/or my child(ren),] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to engage in Outdoor Activities. I assume full responsibility for participating in the Outdoor Activities in accordance with all CDC social distancing guidelines and recommendations.

(g) I agree to comply with all CDC social distancing guidelines and recommendations. I assume full responsibility for participating in the Outdoor Activities in accordance with all CDC social distancing guidelines and recommendations.

3. Full Release and Waiver of Claims. The Participants acknowledge and understand that no warranty, either express or implied, is made by the Releasees as to the condition of any roads, paths, shelters, gates or other improvements located on the Property. This document is a sufficient warning that dangerous conditions, risks and hazards do exist. The Participants acknowledge that the Outdoor Activities on the Property expose them and their property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes; rough, hazardous and dangerous riding and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the Property; and the Participants hereby expressly assume all such dangers, risks and hazards.

(a) The Participants hereby forever release, acquit, discharge, waive, hold harmless and covenant not to sue the Releasees from or for any and all liabilities, claims, demands or causes of action, including all costs, medical expenses, attorney fees associated therewith, arising out of or related to any loss, damage or injury, including death, that may be sustained by Participants that occurs as result of Participants travelling to and from the Property, and participating in any Outdoor Activities, including, but not limited to, any claims or losses arising by reason of the Releasees passive or active negligence, or any hidden, latent, or obvious defects at or on the Property or in any equipment used whether or not inspected by Releasees.

(b) I hereby forever release, waive, and discharge my right to bring suit against the Owners and their respective owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to engaging in Outdoor Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, illness, death, disease or property losses, or any other loss, including, but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

(c) The Participants agree to indemnify, hold harmless and defend the Releasees from any and all losses, liabilities, claims, damage, or costs, including attorney's fees, that they might incur as a result of the Participants' engaging in Outdoor Activities, whether caused by the negligence of the Releasees or otherwise.

(d) It is further understood and agreed that this Agreement shall cover all bodily injuries (including death), property damage, and any other damage or injuries, known or unknown, regardless of the severity of the injuries and damages.

(e) This Agreement shall not be subject to any claim of mistake of fact, and this Agreement expresses a full and complete waiver of all liability claimed and disputed, and regardless of the type of injury, or circumstances concerning any injury, this Agreement is intended to forever bar any claim the Participants might have, and is intended to be final and complete.

4. Definitions.

(a) “Outdoor Activities” shall mean all conditions, equipment and activities in any way relating to, or concerning horseback riding, and shall not include, and the Participants are expressly prohibited from, discharging weapons or handling firearms, shooting (including with rifles, shotguns, and handguns), hunting, riding all-terrain vehicles, or any other vehicle, lodging, camping, cooking or any other activity other than horseback riding.

(b) “Participants” shall mean the undersigned, any minor child for whom the undersigned is responsible, and their heirs, personal representatives, guardians and next of kin.

(c) “Property” shall mean any and all property, whether real or personal, belonging to or under the control of one or more of the Releasees, or upon which the Outdoor Activities occur, exist or take place, whether or not subject to the ownership or possession of the Releasees.

(d) “Releasees” shall mean J.D. Edwards Investments, LLC and Oak Lodge Farms, LLC, their members, officers, principals, employees, agents, managers, insurance carriers, invitees and guests, or any of them.

5. Enforceable Agreement.

(a) The Participants acknowledge that this Agreement is intended to be as broad and as inclusive as permitted by the law of the State of North Carolina.

(b) If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

(c) The Participants have read this Agreement and voluntarily sign this agreement. The Participants acknowledge that no oral representations, statements or inducements apart from the foregoing written Agreement have been made by or on behalf of the Releasees.

6. Participants' Representations.

Initial _____ I PROMISE NOT TO SUE ANY OF THE RELEASEES FOR ANY CAUSE OF ACTION WHATSOEVER, EVEN FOR CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR FROM HIDDEN, LATENT, OR OBVIOUS DEFECTS IN THE PROPERTY OR EQUIPMENT SUPPLIED OR APPROVED BY THE RELEASEES.

Initial _____ I represent and warrant that I am at least 18 years of age and have full legal capacity to execute this Agreement.

Initial _____ I represent and warrant that I am the legal guardian of the minor listed below and that I have full legal capacity to execute this Agreement on behalf of the minor.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

(SIGNATURE OF ADULT) (PRINT NAME OF ADULT)

STREET CITY STATE ZIP

PHONE NUMBER DATE

(SIGNATURE OF MINOR'S LEGAL GUARDIAN) (PRINT NAME OF MINOR)

STREET CITY STATE ZIP

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of **NASH AUTISM SEEKING HOPE & BRINKLEYVILLE HUNT CLUB** and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation in staying in accordance with all social distancing recommendations that have been set by the CDC; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (**NASH AUTISM SEEKING HOPE & BRINKLEYVILLE HUNT CLUB**) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____