

DF, LLC

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Cary, North Carolina 27513
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GENERAL LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGEMENT AGREEMENT

WARNING:

**UNDER NORTH CAROLINA LAW, AN EQUINE OR FARM ANIMAL ACTIVITY SPONSOR
OR AN EQUINE OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR
AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE OR FARM ANIMAL ACTIVITIES
RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF
EQUINE AND FARM ANIMAL ACTIVITIES.
CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES**

- Parties.** The parties to this **GENERAL LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGMENT AGREEMENT** (the "**Agreement**") are **DuFour, LLC**, a North Carolina limited liability company ("**DF**"), and _____, a trainee, client, student, tenant, employee or contractor (of DF or of a tenant of DF) or visitor of or to the Farm (both as defined below) or a guest of any of the foregoing (all such individuals being collectively referred to herein as a "**Participant**").
- Presence on the Farm.** In exchange for Participant's acceptance of the terms of this Agreement and his or her signature hereon acknowledging same, DF agrees to permit Participant to be present on all or a portion of (as determined by DF in its sole discretion) the property located at **310 Ever After Lane, Apex, North Carolina 27523** (the "**Farm**").
- Nature of Equestrian and Farm Animal Activities.** Numerous obvious and non-obvious risks are inherent and always present in horseback riding and other equestrian-related and other farm animal-related activities, despite all safety precautions. By way of example and not limitation, horses, ponies and other farm animals may, among other things, stop short, suddenly change direction or speed, shift their weight from side to side, trip, fall, buck, spit, rear, bite, kick or run from what they perceive (correctly or incorrectly) as danger. These enumerated and related or similar risks, as well as the more general farm risks described in paragraph 4 below, among others, exist for anyone who is in close proximity to a horse or other farm or wild animal, whether mounted or on the ground.

Participant acknowledges these and similar or related risks and affirmatively states that he or she is not relying on DF to advise him or her of all possible risks.

- Nature of Farm Activities.** Numerous obvious and non-obvious risks are inherent and always present in a farm setting, despite all safety precautions. In addition to the risks related to equines and equestrian activities and other farm animal activities and farm activities in general some of which are detailed in paragraph 3 above, there are other risks present. By way of example and not limitation, (a) electric fencing and farm equipment is used regularly around the Farm and can give rise to risks associated with electric fencing and the operation of heavy equipment; (b) farm animals such as horses, llamas, ostriches, alpacas, chickens, roosters, cats, dogs, cows and goats, among others, as well as wild animals naturally present in rural settings such as raccoons, foxes, deer, bobcats, coyotes, beavers, geese, groundhogs, wild turkeys, skunks, opossums and bears, among others, and such are unpredictable and can chase, attack, scratch, bite and injure humans and/or other animals present on the Farm, (c) fertilizers, pesticides and animal medications are present on the Farm and can cause property damage or personal injury to humans and animals if encountered, handled or misused; (d) all types of insects, rats, snakes, spiders and other pests and vermin may at any time be present on the Farm and can cause property damage and personal injury to humans and other animals; (e) ponds, creeks and other water features on the Farm can present safety hazards, including risk of drowning or other water associated risks; (f) uneven terrain, ditches,

sinkholes, deep mud, dead trees, fallen trees and other associated risks; (g) *infectious bacteria, viruses, fungi/mold, parasites or other agents which may be present on the Farm (as they are in most outdoor locations) and can cause infection (including, but not limited to, the novel coronavirus known as COVID-19 and other rhino or coronaviruses as well as rabies, hepatitis, pneumonia and meningitis-causing viruses, among others; bacteria commonly known as tetanus, Salmonella, E. Coli, Staphylococcus, Streptococcus and tuberculosis, among others; fungus commonly known as Candida (yeast), aspergillus (mold) and ringworm, among others; various parasitic organisms such as giardia, pinworm, toxoplasma, hookworm, tapeworm, roundworm, scabies, among others, and all other infectious agents) in humans, including Participant, as well as in animals;* and (h) any and all other potential risks that may be associated with the operation of an agricultural, equestrian, commercial or residential facility.

Again, Participant acknowledges these and similar or related risks and affirmatively state that they are not relying on DF to advise them of all possible risks.

5. Waiver, Release and Indemnification. *In consideration for Participant's ability to use and/or be present at the Farm, Participant agrees, to the extent permitted by law, to release and hold harmless DF and their respective founders, officers, directors, volunteers, employees, representatives, agents, assigns, affiliated individuals or organizations (whether nonprofit or for profit), sponsors, insurers and others acting on behalf of any of them (all of which entities and individuals being collectively referred to herein as "DF Indemnified Parties") from all losses, claims, injuries, demands, causes of action and legal liability (collectively, "Losses") related to Participant's (or Participant's horse's or his or her other animals' presence at the Farm, if applicable) whether the same be known or unknown, anticipated or unanticipated, foreseeable or unforeseeable, and even if such Losses are the result of the negligence and/or acts or omissions of DF Indemnified Parties or other individuals present on the Farm.*

Participant further agrees to waive all claims which may otherwise arise from an injury to Participant while using or being present at the Farm or any activity or program offered by DF and shall not pursue any claims, demands or causes of action against any DF Indemnified Parties for any economic or non-economic losses due to Participant's bodily injury, death or property damage arising out of the Participant's use of or presence at the Farm.

Participant agrees to be responsible for any and all damages, injuries and/or loss of life caused by Participant (or caused by a horse owned by or in the care, custody or control of Participant or any other animal brought to the Farm by Participant) and to indemnify DF Indemnified Parties from any losses or expenses, including but not limited to attorneys' fees, which each such DF Indemnified Party incurs in connection with any such damages, injuries and/or loss of life.

6. Assumption of Risk. Participant acknowledges that failure to follow DF's or DF's tenant's rules and/or the directions of DF's representatives, all of which are incorporated herein by reference, may put him or her (or his or her horse or other animal, if applicable) at risk of, or increase the risk of, injury or death. Participant acknowledges that he or she, as the case may be, bears the responsibility for Participant's safety and Participant should not participate in any equestrian or farm activity unless he or she is confident that Participant can do so safely. Participation in equestrian or farm activities at or with DF constitutes a knowing and voluntary assumption of all risks associated with such activities and those associated with being present at the Farm, including but not limited to inherent risks and the risk of negligence by DF or others. This assumption of risk is intended to operate as a bar to recovery for any claim for property damage, injury or death.

7. Helmet Requirement. DF requires that if Participant is ever riding any horse or other animal at the Farm that Participant provide and wear his or her own properly fitting ASTM/SEI certified riding helmet. Participant acknowledges that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses or other animals may reduce the severity of head injuries sustained or prevent death as the result of a fall or other occurrence. DF makes no representation as to the condition, effectiveness or suitability of any helmet used by Participant. Participant further assumes all helmet related risks. It is also required that anyone riding at the Farm in close proximity to equines on the Farm wear closed-toed shoes or boots with a hard sole and heel.

8. Guests. Participant understands and acknowledges that he or she is not permitted to bring a guest who has not executed this Agreement to the Farm. However, should Participant bring to DF's facilities an individual who has not

executed a copy of this Agreement in violation hereof, Participant shall be solely responsible for the safety of the guest, be responsible for any property damage, personal injury or loss of life caused by or suffered by such guest and further indemnify DF from any losses or expenses, including but not limited to attorneys' fees, which DF incurs in connection with any such damages, injuries and/or loss of life caused by or suffered by such guest.

9. **Permission to Treat Participant and Participant's Animals.** Participant understands that DF does not typically administer medications to animals and will typically do so only when directed in writing by Participant. However, in the unexpected event of a medical emergency, Participant agrees that the owners, employees or agents of DF have Participant's permission to provide, seek and authorize medical, veterinary or farrier attention and services, including but not limited to first aid or emergency medical services for the Participant or for any veterinary or farrier attention or services for any horse or other animal owned, leased or in the care of the Participant. Further, Participant agrees that DF shall bear no liability in connection with its provision and authorization of such medical, veterinary and farrier attention and services and **Participant shall be solely responsible for any costs associated with such first aid, medical, veterinary and farrier services.**

10. **Barn Rules.** Participant understands and agrees that he or she must at all times abide by the Barn Rules which are from time to time promulgated and amended by DF or DF's tenants. The Barn Rules are intended to keep Participants and others on the Farm safe from harm and failing to abide by the Barn Rules can potentially endanger the Participants and others on the Farm.

11. **Dogs/Other Pets.** DF dogs are permitted on the Farm and Participant understands and agrees that other than such DF dogs, only residents of the Farm are permitted to bring leashed, non-dangerous, trained, well-mannered dogs with no history of causing property damage or personal injury to the Farm; and that no other pets may be brought on the Farm by any person. If a Participant or a guest of a Participant fails to abide by these requirements and brings a dog or other animal onto the Farm and as a result an injury, property damage and/or loss of life occurs, Participant shall indemnify and hold DF Indemnified Parties harmless from and against any losses or expenses, including but not limited to attorneys' fees, which each such DF Indemnified Party incurs in connection with any such damages, injuries and/or loss of life.

12. **Parent/Legal Guardian.** If Participant is a minor, Participant's parent or legal guardian (the "Participant Responsible Party") has executed this Agreement with regard to Participant and wherever the word "Participant" appears herein, such Participant Responsible Party's name shall be imputed so that any waivers, releases and indemnities provided herein that are required of Participant are also required of Participant Responsible Party and are operative with regard to Participant Responsible Party such that they waive, release and indemnify all DF Indemnified Parties to the fullest extent permitted by law.

13. **Miscellaneous.** This Agreement: (a) contains the entire agreement between Participant and DF and supersedes all prior written or oral understandings among the same regarding the terms hereof; (b) may not be amended or modified except in a writing signed by Participant and an authorized representative of DF; (c) shall be construed and enforced in accordance with the laws of the State of North Carolina; (d) has been carefully reviewed and is fully understood by the Participant and, if desired, has been reviewed by Participant's independent counsel; (e) shall be binding upon DF, Participant and their successors, assigns, heirs and personal representatives; and (f) shall be for the benefit of DF. Participant and DF both irrevocably consent to the exclusive jurisdiction of the courts of Chatham County, North Carolina as the appropriate venue for the resolution of any disputes which may arise hereunder. When the contexts in which words are used in this Agreement indicate that such is the intent, words in the

singular shall include the plural and vice versa. The Parties further agree that if any paragraph or part of this Agreement is found to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected by such a finding.

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PARTICIPANT:

Signature

Printed Name

Date

**PARTICIPANT RESPONSIBLE PARTY (if
Participant is a minor):**

Signature

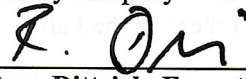
Printed Name

Date

DF:

**DuFour, LLC, a North Carolina
limited liability company**

By:



Rene Dittrich, Executive Director