

DRAPER FAMILY FARM, LLC

Comprehensive Liability Waiver, Release, and Image Consent

Applicable Law: State of North Carolina

This Waiver and Release (“Agreement”) is entered into by the undersigned participant, and, if applicable, the undersigned parent or legal guardian of a minor participant (each, a “Participant”), in favor of Draper Family Farm, LLC, its owners, members, officers, employees, volunteers, contractors, agents, successors, and assigns (collectively, “Draper Family Farm” or the “Farm”). This Agreement covers all activities on or off the Farm’s premises related to visiting, viewing, handling, petting, photographing, filming, or otherwise interacting with animals or facilities, and any participation in events, tours, classes, or photo sessions conducted or sponsored by the Farm.

North Carolina Farm/Equine Activity Warning. **WARNING:** Under North Carolina General Statutes Chapter 99 E-2, an equine activity sponsor, equine professional, or farm animal activity sponsor is not liable for an injury to or the death of a participant in equine activities or farm animal activities resulting exclusively from the inherent risks of equine activities or farm animal activities.

Assumption of Risk. Participant understands and agrees that activities on a working farm, including proximity to or interaction with animals (including, without limitation, cows, calves, chickens, donkeys, horses, ponies, dogs, cats, and other domestic or farm animals), involve inherent risks, both known and unknown, that cannot be eliminated. These risks include, by way of example, animal behavior that is sudden, unpredictable, or aggressive; bites, kicks, scratches, trampling, crushing, and allergens; zoonotic disease exposure and environmental hazards (including uneven terrain, mud, rocks, fences, gates, equipment, vehicles, allergens, insects, heat/cold, and weather); and risks associated with crowds, third-party acts, and photography or videography equipment. Participant voluntarily assumes all risks of bodily injury, illness, disability, death, property damage, and other loss arising from or related to participation, whether caused in whole or in part by Participant, animals, third parties, the condition of the premises, or ordinary negligence of the Farm.

Release and Waiver of Liability. In consideration of being permitted to participate, Participant, on behalf of themselves and their heirs, executors, administrators, assigns, and any minor(s) identified below, hereby releases, waives, forever discharges, and covenants not to sue Draper Family Farm from any and all claims, demands, actions, causes of action, damages, costs, and liabilities of any kind, in law or equity, arising out of or related to participation or presence on the premises, including those arising from the ordinary negligence of the Farm. This release does not apply to claims resulting from the Farm’s gross negligence or willful or wanton misconduct to the extent such limitation is prohibited by North Carolina law.

Indemnification and Hold Harmless. Participant agrees to defend, indemnify, and hold harmless Draper Family Farm from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: Participant’s presence or participation; any injury to or conduct of Participant; any claim by or on behalf of a minor Participant; and any breach of this Agreement, except to the extent caused by the Farm’s gross negligence or willful or wanton misconduct.

Rules, Health, and Conduct. Participant agrees to follow all posted and verbal instructions; to supervise minors at all times; to refrain from feeding, approaching, or touching animals except as expressly permitted by Farm staff; to remain only in designated areas; and to wear appropriate clothing and footwear. Participant represents that they and any minor Participant are in suitable health to participate and have no known condition that would increase risk. The Farm may remove any person for unsafe or disruptive behavior without refund.

Medical Authorization. Participant authorizes the Farm to obtain emergency medical care and transportation as deemed reasonably necessary and agrees to be responsible for all related costs. Participant consents to basic first aid by Farm staff if needed.

Consent to Photography, Audio, and Video. Participant grants Draper Family Farm a perpetual, worldwide, royalty-free license to photograph, film, record, and otherwise capture Participant's image, likeness, and voice at or in connection with Farm activities, and to use, reproduce, display, distribute, publish, adapt, and create derivative works in any media for promotional, educational, and other lawful purposes, without compensation or further approval. Participant waives any right of inspection or approval and any claims based on use, alteration, blurring, or distortion. If Participant does not wish to be recorded, Participant must notify Farm staff before participation and avoid designated recording areas; the Farm cannot ensure avoidance of incidental capture in public or group settings.

Personal Property; No Warranties. Participant is responsible for personal property and assumes the risk of loss or damage. The Farm makes no warranties, express or implied, regarding safety, condition of premises, animals, equipment, or activities.

Miscellaneous. This Agreement is intended to be as broad and inclusive as permitted by North Carolina law and shall be governed by North Carolina law. Any dispute shall be brought exclusively in the state courts located in the county where the Farm is situated. If any portion is held invalid, the remainder shall continue in full force. This is the entire agreement regarding its subject matter and supersedes any prior oral or written statements. Electronic signatures are valid and binding.

Family/Group Acknowledgment. Each adult Participant must sign. A parent or legal guardian must sign for any minor Participant and agrees to the terms on the minor's behalf. By signing, the undersigned affirms capacity and authority to sign for themselves and for listed minors.

[SIGNATURE PAGE TO FOLLOW]

Participant Information and Signature.

Adult Participant Name: _____

Phone/Email: _____

Address: _____

Signature (Adult): _____ Date: _____

Minor(s) Covered by this Agreement (print full names and ages):

1. _____ (Age ____)

2. _____ (Age ____)

3. _____ (Age ____)

4. _____ (Age ____)

Parent/Legal Guardian Consent for Minor(s) (required if any minor is listed). I am the parent/legal guardian of the minor(s) listed above, have read and understand this Agreement, and consent and agree on behalf of the minor(s) to all terms, including the assumption of risk, release, indemnification, medical authorization, and image consent.

Parent/Guardian Name: _____ Relationship: _____

Signature (Parent/Guardian): _____ Date: _____