

**HIGH ROCK UPLAND GAME PRESERVE LLC AND HIGH ROCK PRESERVE LLC
PARTICIPANT AGREEMENT (INCLUDING RELEASE AND LIMITATION OF LIABILITY)**

Before signing this Participant Agreement (the “Agreement”), you must read it very carefully and understand that its consequences include, but are not limited to, you irrevocably waiving legal rights you may otherwise have, including the right to sue and/or recover damages from the Company. You have the right to seek advice from legal counsel relating to this Agreement. By executing this Agreement, you are affirming that you have read it, you understand it, and you wholeheartedly agree to it.

Failing to execute this Agreement but then entering onto the Property and/or engaging in any Activity results in you agreeing that you are a Participant and bound by the terms herein.

THE PARTIES. This Agreement is entered into between: High Rock Upland Game Preserve LLC and High Rock Preserve LLC, North Carolina limited liability companies (the “Company”); and the Participants.

ADDITIONAL DEFINITIONS (identified here by use of *italics*).

Activities: activities, events, and conditions which take place / exist on the Property.

Participant: an individual who executes this Agreement; an individual whose Agreement is executed by another on their behalf (including but not limited to minors); an individual who enters onto the Property; an individual who participates in any Activity. The words *I*, *Me*, *You* and *Releasor* refer to one or more Participants, whether they are adults or minors.

Property: property (real and personal) owned or controlled by Company.

Releasees: the Company and its members, owners, personnel, agents, contractors, employees, attorneys, volunteers, successors, and assigns; and the owners of the Property.

Risks: the standard definition of that word (including but not limited to: bodily injury, disability, paralysis, death, emotional damages, and property damage), in relation to the Participants, the Property, and the Activities.

PURPOSE. The purpose of this Agreement is to protect Company from liability related to the Participants, the Property, and the Activities.

CONSIDERATION. As lawful consideration for being permitted by the Company to be a Participant, I hereby irrevocably and wholly agree to all the terms and conditions set forth in this Agreement.

PARTICIPANT INTENT AND CONDUCT. I desire to enter onto the Property and participate in the Activities. I will conduct myself only in a safe, reasonable, and legally compliant manner and I will follow all rules, policies, and directives of the Company. I will not be on the Property or engage in Activities while under the influence of alcohol or any substance which could lessen my ability to comply with this Agreement and/or to behave in a responsible and safe manner. These rules include, but are not limited to, the following related to firearms: treat every one as if it is loaded; keep the muzzle pointed in a safe direction; be sure that the barrel and action are clear of obstructions; be sure of your target and what is in front of it and beyond it; keep them unloaded when not in use and keep the action open; point it only at something you plan to shoot; avoid all horseplay with a gun; do not shoot birds on the ground; do not shoot dogs; do not run, jump, or attempt to climb with a loaded firearm; keep your finger outside of the trigger guard until you are ready to shoot; store firearms and ammunition separate and safely away; and absolutely no alcoholic beverages or other mind-altering substances are allowed before or during shooting.

RISKS; VOLUNTARY AND KNOWING ASSUMPTION OF RISKS. Some of the Risks relate to, or may relate to: animals, wildlife, insects, and other living creatures (not limited to other humans); the use of weapons; the use of different sorts of vehicles; hunting; and challenging or dangerous aspects of the land, terrain, and topography and what is present on the land. I fully understand, acknowledge, and agree that the

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Activities involve Risks. I acknowledge and accept that the Risks may be caused by or be compounded by: my actions or inactions; the actions or inactions of third parties; and/or the actions or inactions of the Company and its personnel. I certify that I am a voluntary Participant with knowledge of the Risks involved. I hereby agree to accept and assume all Risks from the Activities, regardless of their cause.

WAIVER AND RELEASE: I hereby waive, relinquish, discharge, and release the Releasees from all claims (including but not limited to all bodily injury, disability, death, and loss or damage to person or property), demands, causes of action, damages, liabilities or loss arising out of, connected with, or in any way associated with the Property and/or Activities. I covenant not to make or bring any such claim against the Releasees, and forever release and discharge the Company and the Releasees from liability under such claims. My waiver and release as stated herein applies regardless of who caused or contributed to the grounds for any claims and/or the damages, and includes but is not limited to all types of negligence claims.

AS TO MINOR PARTICIPANTS. If the law limits the extent of this Agreement by an adult on behalf of a minor or someone without legal capacity / competence, or otherwise limits the applicability of this Agreement on a minor or someone without legal capacity / competence, the Agreement will be applied to the fullest and furthest extent allowed by law.

INDEMNIFICATION. I shall defend, indemnify, and hold harmless the Releasees against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and the costs of enforcing any right to indemnification under this Agreement which arise out of or result from (wholly or in part) Me being a Participant. This includes, but is not limited to, anything suffered by the Releasees as a result of the effect of this Agreement being deemed limited in nature as it applies to minors and those without legal capacity.

LIMITATIONS ON DAMAGES IN CASE OF LIABILITY. Should Company somehow be found liable despite this Agreement, I agree that the maximum damages Company shall be liable for is the total amount I have paid to Company for the Activities which led to the damages.

MEDICAL RELATED ITEMS. I do not have any medical or other conditions that would interfere with my ability to safely participate in the Activities. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Releasees from any claim based on such treatment or related services.

SUPERVISORY DUTIES. I will appropriately supervise any minors with me or other persons with me over whom I have influence.

INTELLECTUAL PROPERTY. I expressly consent to the Company's taking of any images, photos, graphics, sounds, or videos of Me, and I hereby grant the Company a perpetual, royalty-free, worldwide, irrevocable license to use, publish, reproduce, edit, alter, and otherwise exploit any images, photos, graphics, sounds, or videos taken of Me for any purpose whatsoever including, but not limited to, marketing and promotional materials.

ADDITIONAL LEGAL ITEMS. This Agreement constitutes the sole and entire agreement between the Company and Me with respect to the subject matter contained herein and supersedes all prior and

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contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

I hereby expressly agree that the terms of this Agreement are intended to be as broad and inclusive as is permitted by all applicable Federal, State, and local laws and regulations.

In the event that a court determines that any provision of this Agreement is invalid, illegal, or unenforceable, all other provisions shall survive and the Agreement shall be interpreted to fulfill the intent of the parties as shown in this Agreement.

This Agreement shall be governed by the laws of the State of North Carolina. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in and/or having jurisdiction over matters in Davidson County, North Carolina, and I hereby consent to the exclusive jurisdiction of such courts.

This Agreement has no expiration date.

This Agreement is binding on Me, my family members, heirs, assigns, executors, and representatives, and shall inure to the benefit of the Releasees and their respective successors and assigns.

By signing below, I warrant and represent that: (1) I have had sufficient opportunity to read and carefully consider this entire document; (2) I understand its contents; (3) I agree to be bound by its terms; (4) I sign it voluntarily; and (5) if I am signing on behalf of a minor child or a legally incompetent adult Participant, I have legal authority to do so.

For legally competent adult Participants:

Participant Name: _____

Participant Signature: _____

Date: _____

For minor or legally *incompetent* adult Participants:

Participant Name: _____

Participant Signature (if physically possible): _____

Participant Age: _____

Parent, Legal Guardian, or Responsible Adult Name: _____

Parent, Legal Guardian, or Responsible Adult Signature: _____

Date: _____