

RUNNING WIND FARM and/or Angela F Prince LIABILITY WAIVER & RELEASE

Full Name: _____

Age: _____ **Date of Birth:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number(s): _____

E-mail: _____

LIABILITY WAIVER AND RELEASE AGREEMENT PLEASE READ CAREFULLY

Introduction: This document explains that by participating in any activities at Running Wind Farm, Midland, NC, you choose to do soon your own responsibility. You should and must show caution when participating in the activities and always follow the instructions given by signs, verbal and written instruction by the owner and/or manager(s).

You will not be able to sue for damages if an accident occurs.

1. I agree, on behalf of myself and any party whose presence I have either invited and/or am responsible for (children and other parties) listed on this document to RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE Running Wind Farm, any of its affiliates, subsidiaries, or companies and its owner(s), employees, agents, or anyone else directly or indirectly connected with Running Wind Farm, Angela Prince or AF Prince Associates from any liability whatsoever arising from any injury, including death, to me, my child or others of my invitation, or damage to property belonging to me or my child/invitees while on the Running Wind Farm property and participating in any activity on the property, either of a work, task or social purpose. The scope of this release includes, but is not limited to acts of ordinary negligence by Running Wind Farm, as well as medical treatment provided, or failed to be provided by Running Wind Farm.

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.I fully understand and assume the risks and potential dangers associated with entering upon the property and participating in any activity on the property. Understanding these risks and dangers, I ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be suffered by me/my child or invitees.

4.I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS RUNNING WIND FARM and/or AF Prince Associates and its owner from any loss, liability, damage or cost, including court costs and attorney's fees, that may result for my or my child's or invitee's presence on the property and participation in any activity on the property.

5.I acknowledge and agree that this Agreement shall be binding upon the members of my family and those sharing custody of my children, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be considered a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE RUNNING WIND FARM.

6.I acknowledge and agree 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.

7.I represent that I am at least eighteen (18) years of age, or represented by a legal guardian who is least eighteen (18) years of age, and fully competent to enter into a binding contract.

8.I acknowledge and agree that I am executing this Agreement in consideration of being permitted to enter upon RUNNING WIND FARM property and being allowed to participate in any activity on the property and accept and agree to always act in accordance with the regulations and instructions given by Running Wind Farm and its owner/manager(s) for each activity I participate in.

9.This Agreement shall be construed to provide a release and waiver to the maximum extent permissible under North Carolina law.

10.I agree, on behalf of myself and the individual(s) listed below, that I have no medical, mental, emotional, or physical conditions which could interfere with my safe participation in activities at Running Wind Farm or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such conditions. At any time, I have the right not to participate in or to discontinue my participation in a specific activity with which I am not comfortable.

11.I agree and consent for all purposes, on behalf of myself and the individual(s) listed below, to allow for the reproduction, selling, and/or use of photographs or videos of myself, and the individual(s) listed below, (with or without the use of my name), by Running Wind Farm and by any designee of Running Wind Farm in media, promotional materials, brochures and/or website. In giving this consent I release Running Wind Farm and its

designees from liability for any violation of any personal and/or proprietary right I may have in connection therewith.

12.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.

I REPRESENT THAT I HAVE READ THIS AGREEMENT, I FULLY UNDERSTAND THAT I HAVE WAIVED RIGHTS BY SIGNING IT, I AM UNDER NO PRESSURE OR DURESS TO SIGN, AND I SIGN THIS AGREEMENT INTENTIONALLY, VOLUNTARILY, AND OF MY OWN FREE WILL.

Participant's Signature (if over the age of 18):

Print Name: _____

Signature: _____

Date: _____

If applicable:

Parent/Legal Guardian Signature: (if Participant is under the age of 21) Please note that a non-parent guardian, by signing this document, takes upon himself/herself, the full responsibility of the minor(s) in question as if they were a parent. They also confirm that they are authorized to act in such a role by a parent /legal guardian.

Print Name: _____

Address: _____

Telephone: _____

Email address: _____

Signature: _____

Date: _____