

RELEASE AND WAIVER OF LIABILITY

The individual named below (referred to as "I" or "me") desires to enter the property owned by S & N Enterprises, LLC, a North Carolina limited liability company (the "Owner"), known as the farm and surrounding property located at 1208 High Level Road, Pinetops, North Carolina and more particularly described on deed recorded at Book 1794 Page 817 of the Edgecombe County Registry (the "Property"), for the purpose of traversing the Property to take a tour (the "Activity") at the NC Center for Poultry Education ("Organization") in the Organization's leased buildings and the parts of Owner's Property surrounding the Organization's buildings. In consideration of being permitted by the Owner to enter the Property and the Organization to take the tour, enter the buildings it leases and participate in the Activity, and in recognition of the Owner's and Organization's reliance hereon, I agree to the terms and conditions:

1. I AM AWARE AND UNDERSTAND THAT ACCESSING THE PROPERTY AND PARTICIPATING IN THE ACTIVITY MAY INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE OWNER OR THE ORGANIZATION INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE OWNER OR ORGANIZATION. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PROPERTY AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE OWNER OR ORGANIZATION OR ANY RELEASEE OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now or hereafter known, against the Owner, and its officers, manager(s), employees, agents, affiliates, members, successors, and assigns and against the Organization, its officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my being on the Property or my participation in the Activity, whether arising out of the ordinary negligence of the Owner, the Organization or any Releasees or otherwise. I covenant not to make or bring any such claim against the Owner or any other Releasee, and forever release and discharge the Owner and all other Releasees from liability under such claims.

3. I agree that I will follow all instructions of any onsite property manager or other representative or agent of the Owner and Organization while on the Property.

4. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention while on the Property. 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 Owner or Organization from any claim based on such treatment or other medical services.

5. This Release constitutes the sole and entire agreement of the Owner, Organization and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Owner, the Organization and me and our respective successors, assigns, heirs, executors, and personal representatives. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Edgecombe County, North Carolina and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE OWNER OR THE ORGANIZATION.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

Witnessed:

Printed Name of Witness:

Address:

Date: _____