LLAMAS OF HOT SPRINGS LLC

Release of Liability, Waiver, and Assumption of Risk

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE.

In exchange for being allowed to take part in activities offered by Llamas of Hot Springs LLC, and to use its property, animals, equipment, and facilities, I agree to the following.

1. North Carolina Agritourism Warning

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.

2. Activities and People Covered

"Activities" means all programs, services, and events offered by Llamas of Hot Springs LLC, on or off its property. This includes llama treks and walks, farm visits, guided walks with historical or educational talks, school and group programs, animal handling and grooming, and any travel to, from, or between activity sites.

"Released Parties" means Llamas of Hot Springs LLC and its members, owners, managers, employees, guides, volunteers, agents, successors, and assigns, and the owners and lessors of any land where Activities take place.

3. Inherent Risks

I understand that the Activities carry inherent risks that cannot be eliminated, especially in a rural mountain setting. These include, among others:

1 Llamas may act in ways that cause injury, harm, or death, including kicking, spitting, pulling, bolting, stepping on feet, or knocking a person down.

2 Llamas may react unpredictably to sounds, sudden movement, unfamiliar objects, people, dogs, or wildlife.

3 Uneven and changing terrain, including creeks, water crossings, mud, rocks, roots, stumps, steep or slippery slopes, fences, gates, and roads, whether obvious or not.

4 Weather, including heat, cold, rain, lightning, wind, and sudden changes.

5 Insects, ticks, snakes, plants such as poison ivy, and other wildlife.

6 Contact with animals and animal waste, including allergic reactions and illness spread between animals and people.

7 Physical exertion, fatigue, dehydration, falls, and strains.

8 Distance from medical care, slow emergency response, and limited cell service.

9 My own actions, or those of other participants, including failure to follow instructions.

4. Assumption of Risk, Release, and Indemnity

Assumption of risk. I take part in the Activities voluntarily. I knowingly accept all risks of the Activities, both inherent risks and other risks, known and unknown.

Release. To the fullest extent allowed by law, I release, waive, and agree not to sue the Released Parties for any injury, illness, death, or loss of or damage to property arising from the Activities, **INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES.** This release does not cover gross negligence or willful or wanton conduct. It binds me, my heirs, my estate, and anyone who may claim on my behalf.

Indemnity. I agree to defend, indemnify, and hold harmless the Released Parties from any claim, cost, or expense, including attorney fees, arising from my participation or my conduct, including claims brought by others on my behalf.

5. Health, Rules, and Medical Care

Fitness. I am physically able to take part. I have told Llamas of Hot Springs LLC about any condition, allergy, medication, or limitation that could affect my safety:

Conditions, allergies, medications, or limitations:

_____

_____

Rules. I will follow the guides' instructions, safety rules, and animal-handling directions. I will not take part under the influence of alcohol or drugs. Guides may change, shorten, or end an Activity, or remove any participant, for safety reasons.

Emergency care. If I need medical care and cannot consent, I authorize the Released Parties to arrange first aid, emergency transport, and treatment. I am responsible for all costs. The Released Parties are not medical providers and are not responsible for the quality of care I receive.

6. Photos and Video (Optional)

Signing this waiver does not require agreeing to photos. Check one box for yourself and, if applicable, one for any minors you sign for.

Me: ☐ I agree ☐ I do not agree **Minors listed below:** ☐ I agree ☐ I do not agree

If I agree, Llamas of Hot Springs LLC may photograph or film me (and the minors listed) during the Activities and use those images on its website, social media, and promotional materials without payment. Use of my image does not mean I endorse the business.

7. Minors (Parent or Legal Guardian)

Each participant under 18 must have a parent or legal guardian sign below. By signing, I confirm that:

1 I am the parent or legal guardian of each minor listed, with authority to sign for them.

2 I have read this agreement, explained the risks to the minor, and give permission for the minor to take part.

3 On my own behalf and for the minor, I agree to Sections 3 through 6 and Section 8, to the fullest extent allowed by law.

4 **I agree to indemnify and hold harmless the Released Parties from any claim brought by or for the minor, including claims arising from the negligence of the Released Parties, and to repay any costs, including attorney fees, they incur defending such a claim.**

5 I will supervise the minor or make sure an adult I have named supervises them during the Activities.

8. General Terms

1 **Governing law and venue.** North Carolina law governs this agreement. Any lawsuit must be filed in the state courts of Madison County, North Carolina.

2 **Severability.** If any part of this agreement is found unenforceable, the rest stays in effect, and that part is enforced to the extent the law allows.

3 **Entire agreement.** This is the full agreement on these subjects. No oral statements change it.

4 **Duration.** This agreement covers today's Activities and any future Activities I take part in with Llamas of Hot Springs LLC.

5 **Electronic signature.** An electronic signature on this agreement has the same effect as a handwritten one.

9. Signatures

I HAVE READ THIS AGREEMENT, I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, AND I SIGN IT VOLUNTARILY. Every adult participant signs their own copy.

Participant (18 or older)

Signature _____ Date _____

Printed name _____ Phone _____

Address _____ Email _____

City, state, ZIP _____ Emergency contact (name and phone) _____

Parent or legal guardian (required for participants under 18)

Signature _____ Date _____

Printed name _____ Relationship to minor(s) _____

Minor's name and age _____ Minor's name and age _____

Minor's name and age _____ Emergency contact, if different (name and phone) _____