



Jordan Lake Christmas Tree Farm
LIABILITY WAIVER & RELEASE for Photographers

Photographer Full Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

LIABILITY WAIVER AND RELEASE AGREEMENT

PLEASE READ CAREFULLY

Introduction: This document explains the photographers' responsibility while visiting and bringing clients to the Jordan Lake Christmas Tree Farm. You and your client(s) must show caution when visiting the farm and always follow the instructions given by signs, information on the Jordan Lake Christmas Tree Farm website and personnel on site. You will not be able to sue for damages if an accident occurs.

- 1. I agree, on behalf of myself and the client(s), to RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE Jordan Lake Christmas Tree Farm nor its owners, employees, agents, or anyone else directly or indirectly connected with Jordan Lake Christmas Tree Farm (collectively "JLCTF") from any liability whatsoever arising from any injury, including death, to me or my client(s) or damage to property belonging to me or my client(s) while on the Jordan Lake Christmas Tree Farm property and participating in any activity on the property. The scope of this release includes, but is not limited to, acts of ordinary negligence by Jordan Lake Christmas Tree Farm, as well as medical treatment provided, or failed to be provided by Jordan Lake Christmas Tree 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 or my client(s).
4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS Jordan Lake Christmas Tree Farms from any loss, liability, damage or cost, including court costs and attorney's fees, that may result for my/my client(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 spouse, 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 Jordan Lake Christmas Tree 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 Jordan Lake Christmas Tree 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 Jordan Lake Christmas Tree Farm 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 my clients, that I have no medical, mental, emotional, or physical conditions which could interfere with my safe participation in activities at the Jordan Lake Christmas Tree 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 my clients, to allow for the reproduction and/or use of photographs or videos of myself, and my clients, (with or without the use of my name), by Jordan Lake Christmas Tree Farm and by any designee of Jordan Lake Christmas Tree Farm in media, promotional materials, brochures and/or website. In giving this consent I release Jordan Lake Christmas Tree 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.

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_