

## "HUNT HALIFAX" BY NASH BRICK COMPANY

### WAIVER, RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS

In consideration of "Hunt Halifax" by Nash Brick Company ("*NBC*") granting permission to engage in Outdoor Activities (Unguided/Trespass type Hunt) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participants hereby agree as follows:

#### 1. Assumption of All Risks.

- a. Participants acknowledge that the Outdoor Activities are inherently and unavoidably dangerous, and may result in serious bodily injury or illness, death or property damage, and that, by their signatures below, Participants knowingly, voluntarily, and willingly assume all risks relating to all Outdoor Activities conducted on the Property.
- b. Participants agree to take full responsibility for the selection, examination, adjustment, control and conduct of all Outdoor Activities, including, without limitation, the condition and adjustment of all related equipment, including any firearms, weapons, ammunition, vehicles and hunting stands or blinds. (ATV's prohibited)
- c. Participants warrant and represent that Participants have sufficient experience and skill to undertake the Outdoor Activities in which they elect to engage.
- d. Participants assume full responsibility for any risk of bodily injury or illness, death or property damage due to Outdoor Activities, including such injuries as may be due to the negligence or carelessness of Releasees, including, without limitation, any claim or injury resulting from the existence of hidden, latent, or obvious defects in or about the Property or any equipment supplied or approved by Releasees.
- e. Participants acknowledge that they are voluntarily participating in the Outdoor Activities, and that the Participants are under no obligation to engage in the Outdoor Activities.

#### 2. Full Release and Waiver of Claims.

- a. Participants acknowledge and understand that no warranty, either express or implied, is made by Releasees as to the condition of any cabins, lodges, roads, shelters, shooting ranges, stands, blinds, gates or other improvements located on the Property. This instrument is a sufficient warning that dangerous conditions, risks and hazards do exist. Participants acknowledge that the Outdoor Activities on the Property expose them and their property to dangerous conditions, risks and hazards, including, but not limited to: insects, spiders, snakes, blinds and tree stands; rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; erosion or excavated land; force of nature; persons with firearms or weapons both on or off the Property; the use of vehicles and boats; and other hazards known or unknown, and Participants hereby expressly assume all such dangers, risks and hazards.
- b. Participants hereby forever release, acquit, discharge, waive, hold harmless and covenant not to sue Releasees from or for any and all liabilities, claims, demands or causes of action, including all costs, medical expenses and attorney fees associated therewith, that Participants may have by reason of any Outdoor Activities, including, but not limited to, any claims or losses arising by reason of Releasee's passive or active negligence, or any hidden, latent, or obvious defects at or on the Property or in any equipment used whether or not supplied or inspected by Releasees.
- c. Participants agree to indemnify, hold harmless and defend Releasees from any and all losses, liabilities, claims, damage, or costs, including attorney's fees, that they might incur as a result of the Participants' engaging in Outdoor Activities, whether caused by the negligence of Releasees or otherwise.
- d. It is further understood and agreed that this instrument shall cover all bodily injuries or illness (including death), property damages, and any other damage or injuries, known or unknown, regardless of the severity of the injuries and damages.
- e. This instrument shall not be subject to any claim of mistake of fact, and this instrument expresses a full and complete waiver of all liability claimed and disputed, and regardless of the type of injury, or circumstances concerning any injury, this instrument (along with hunt specific rules) is intended to forever bar any claim Participants might have, and is intended to be final and complete.

#### 3. Definitions.

- a. "*Outdoor Activities*" shall mean all conditions, equipment and activities in any way relating to, or concerning, any recreational undertaking, activity, or endeavor relating to hunting or the hunting experience which may be performed on the Property, including, without limitation, weapon discharge or handling, firearm shooting (including rifles, shotguns, and handguns), riding of any other type of vehicle, boating, animal interaction (including wildlife and domestic animals), use of blinds and hunting stands (tree or otherwise), lodging, camping, exploring, hiking,

cooking, and all other recreational activities and equipment used in connection with these activities or in any way relating to nature or the outdoors.

- b. "**Participants**" shall mean the undersigned, any minor for whom the undersigned is responsible (and as listed below), and their heirs, personal representatives, guardians, executors, administrators and next of kin.
- c. "**Property**" shall mean any and all property, whether real or personal, belonging to or under the control of one or more of Releasees, or upon which the Outdoor Activities occur, exist or take place, whether or not subject to the ownership or possession of Releasees.
- d. "**Releasees**" shall mean Nash Brick Company, its shareholders, directors, officers, employees, agents, managers, insurance carriers, invitees and guests, successors and assigns.

4. **Enforceable Agreement.**

- a. Participants acknowledge that this instrument is intended to be as broad and as inclusive as permitted by the law of the State of North Carolina.
- b. If any portion of this instrument is held invalid, it is agreed that the balance shall continue in full legal force effect.
- c. Participants have read this instrument and voluntarily sign this instrument. Participants acknowledge that no oral representations or inducements apart from this instrument have been made by or on behalf of Releasees.

5. **Representations and Covenants.**

- a. Except for any minor listed below, the undersigned represents and warrants that the undersigned is at least eighteen (18) years of age and has full legal capacity to execute this instrument.
- b. The undersigned represents and warrants that the undersigned is the legal guardian of the minor listed below and that the undersigned has the full legal capacity to execute this instrument on behalf of the minor.
- c. **Participants acknowledge and agree to be bound by any and all of the rules and regulations promulgated by Nash Brick Company, as amended from time to time, with respect to "Hunt Halifax" and the Outdoor Activities.**
- d. Participants agree that any photos or videos taken by NBC or sent by Participants to NBC shall become the property of NBC.
- e. Participants shall release any and all such photos or videos to be used at the discretion of NBC for marketing or promotion of "Hunt Halifax" in brochures, on websites, social media, publications or any other means of advertising, promotion or marketing.

_____	_____	_____
(Signature of Adult)	(Address)	(Telephone)
_____		_____
(Print Name of Adult)		(Date)
_____	_____	
(Signature of Minor)	(Address)	
_____		_____
(Print Name of Minor)		(Date)

**In case of an emergency, please contact:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

Phone numbers: \_\_\_\_\_ or: \_\_\_\_\_