

**ACTIVITIES RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

"Activities" means any current or future activity offerings including but not limited to fishing, paddleboats, kayaks, swimming, use of hot tub, horseback riding, mini-animal encounters, laser tag, electronic motor biking, biking, air rifle shooting, and archery.

"Inherent risks of Activities" means those dangers or conditions that are an integral part of engaging in Activities, including any of the following:

- a. The possibility of any animal involved in Activities behaving in ways that may result in injury, harm, or death to persons on or around them.
- b. The possibility of injury, harm, or death in partaking in any physical indoor or outdoor activity.
- c. The possibility of injury, harm, or death from the current pandemic involving COVID-19, in partaking in any physical indoor or outdoor activity with or around other individuals.

"Participant" means any person, whether amateur or professional, who engages in any activity, whether or not a fee is paid to participate in the activity.

By signing this Activities Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Release"), I represent that I have **read** this agreement and that **I fully understand the agreement**. Activities involve the risk of serious bodily injury including but not limited to permanent disability, paralysis, illness, and even death. I represent that I am in good health and proper physical condition to participate in these Activities. I understand the nature and risk of participating in Activities. I understand that this release is intended to include all Activities including on or off animals, indoor or outdoor, and on or off various transportation modes.

I hereby release Millennia Ventures, Inc. d/b/a Seven Paths Retreat located at 8446 Seven Paths Road, Spring Hope, NC 27882. I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature. I intend this to be a complete and unconditional release of all liability to the greatest extent allowed by law which includes employees, officers, directors, volunteers, and staff and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I further agree to indemnify, defend and hold Millennia Ventures Inc. d/b/a Seven Paths Retreat, and their officers, directors, employees, and agents, harmless from any liability relating to personal injury and/or injury to real or personal property of any kind arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the undersigned. This Release is governed by the law of the State of North Carolina. By signing this agreement, I agree to be subject to the exclusive jurisdiction of the courts of the state of North Carolina, and that the only venue for any legal proceedings shall be Wake County, North Carolina.

I am not exhibiting any symptoms of COVID-19, including, but not limited to cough, fever, achiness, and/or fatigue. I have not tested positive for COVID-19. I have not been in proximity (less than 6 feet) to any individuals that have exhibited any symptoms of or have tested positive for COVID-19.

Signature: _____ Printed Name: _____

Address: _____

Emergency Phone Number: _____ Date: _____

PARENTAL CONSENT (if the participant is under the age of 18)

I, the undersigned, am the minor's parent and/or legal guardian and understand the nature of the above referenced Activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I have read and understand the above Release.

Printed Name of Parent/Legal Guardian _____

Signature of Parent/Legal Guardian _____ Date: _____