

**IN ORDER TO GAIN ENTRANCE INTO THE LAKE:**

All Tucker Lake all patrons (18 years and above) must fully read, understand, and agree to the Terms of the Agreement below (available during admission purchase and upon admission into the lake).

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY ENTERING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY**

This Release of Liability and Waiver Agreement ("Release") is made and provided by the person ("Participant") entering the Property to access and participate in the use of the lake, swimming, water-sports, and other on-site facilities activities ("Activities") held by Tucker Lake Recreations Inc. and/or T Lake Holdings, LLC (collectively, the "Company"), at 3025 Allens Crossroads Road, Benson, NC 27504 and the lake located thereupon ("Property"), and for other good and valuable consideration, Participant agrees to all terms set forth in this Release. Participant acknowledges that entering onto this Release is required as a condition to entering the Property and/or participating in the Activities.

1. **Assumption of Risk.** Participant understands and is aware that the Property and the Activities involve inherent risks, dangers, and hazards. The Participant assumes all risk of personal injury, death, and property damage or loss resulting from any cause whatsoever including but not limited to: risks, dangers, and hazards of swimming/bathing facilities, lakes and natural swimming facilities, and other recreational activities; the use of slides, trampolines, swings, amusement devices, equipment, swimming and bathing in the lake itself, and other facilities; physical contact with other participants, visitors, or employees, features within the facility, equipment, and hazards; collisions or impact with natural, or man-made, objects or surfaces; slipping and falling on surfaces, stairs, platforms, docks, ramps and other facilities; improper body positioning when using swings, trampolines, inflatables, tubes, rafts, matts, and while entering or exiting slides; the failure to adhere to the posted rules of conduct; failure to act safely or within one's own ability or within designated areas; not wearing appropriate and securely-fitting safety equipment, such as a life jacket; entering the lake and/or waterways by falling, slipping, diving or jumping; extended time in water or underwater; any accidents relating to the faulty or other performance of equipment (including tubes or rafts capsizing and entrapment, waterslides, and other lake facilities and equipment); negligence of other persons, including other visitors, participants, or employees; the negligence on the part of the Company, including failure on the part of the Company to take reasonable steps to safeguard or protect Participant from the risks and dangers. Such risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of others who are also participating in the Activities, the condition of the Property, adverse weather conditions, or the negligence of the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns ("Releasees").

**PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS, DANGERS, AND HAZARDS THAT MAY OCCUR PURSUANT TO ENTERING THE PROPERTY AND/OR PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO: THE RISK OF INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY DUTY OF CARE ON THE PART THE RELEASEES.**

2. **Participant's Representations.** Participant acknowledges and represents that: (1) the Participant has no medical restrictions which would prohibit participation in the Activities; (2) Participant shall at all times follow all the rules and regulations for the Activities and of the Property, as may be established or modified by the Company; (3) Participant has informed themselves about the Activities that will be involved at the Property, either by previous participation in the Activities or pursuant to their investigation; (4) Participant will not consume or be under the influence of any alcohol or drugs at any time of participating in the Activities; and (5) Participant has fully read and understands each of the provisions of this Release and acknowledges that the Participant is voluntarily waiving substantial legal rights, including the right to sue the Company and the Releasees.

3. **Release from Liability.** Participant hereby agrees to waive and release any and all claims which Participant has or may have in the future against Company and the Releasees arising from entering

the Property and/or participation in the Activities for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- a) **NEGLIGENCE OF THE COMPANY OR RELEASEES;**
- b) **BREACH OF CONTRACT BY THE COMPANY OR RELEASEES;**
- c) **BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT TO THE DESIGN, MANUFACTURE, INSTALLATION, MAINTENANCE OR ADJUSTMENT OF THE EQUIPMENT (INCLUDING FLOTATION DEVICES, WATERSLIDES, TRAMPOLINES, AMUSEMENT DEVICES, ATTRACTIONS, AND LAKE FACILITIES);**
- d) **BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE; OR**
- e) **THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.**

Participant acknowledges and agrees that this Release is a complete release of any responsibility of the Company and the Releasees for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action sustained by the Participant while being on the property, or participating in the Activities, and is to be widely and liberally construed to the fullest extent permissible under North Carolina Law.

4. **Indemnification.** Participant agrees to indemnify, defend, and hold Company, along with Releasees, harmless from and against any third party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside lawyers' fees and court costs, to the extent arising out of the Participant's participation or participation of any participant(s) entering the Property with a ticket obtained by the Participant, in the Activities, whether or not arising out of the Company and its Releasees (1) negligence or willful misconduct; (2) violation of applicable law; or (3) material breach of any of the terms of this Release.

5. **No Supervisory Liability.** Participant acknowledges and agrees that the Company and the Releasees will not be held liable for any harm or injury that may result from a failure to supervise; that the Releasees assume no responsibility or liability for the acts or omissions of the Company, the Releasees, or any such related persons, and Participant participates in Activities at their own risk.

6. **Entire Agreement.** This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. Except as expressly provided in this Release, there are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Release.

7. **Governing Law.** This Release shall be governed by, and construed and enforced in accordance with, the laws in force in the State of North Carolina, without regard to any conflict of laws rules or principles which might refer such construction to the laws of another jurisdiction. The Parties hereto agree to submit to the exclusive jurisdiction of the courts of the Johnston County, North Carolina, and waive any objection relating to improper venue or inconvenience forum to the conduct of any proceeding in any such court.

8. **Severability.** In the event that any term or provision, or any portion of a provision, of this Release is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release.

All minors (under the age of 18) must have a parent or guardian to read, understand, acknowledge and consent to the terms of this waiver and release for them. All Participants must fully read and agree to the terms of this waiver and release form prior to accessing the Property and any property leased or owned by the Company. Those who have not fully read and agreed to the terms of this Release are not permitted to access any property leased or owned by the Company under any circumstance.

**Entering the Property shall be deemed acknowledgement and consent to the terms of this Agreement and is equivalent to providing a handwritten signature.**