

SONARK FARMS LLC

Fishing Permit Liability Waiver & Assumption of Risk

Version 2026.1 · Effective May 14, 2026

READ CAREFULLY BEFORE SIGNING

THIS IS A LEGALLY BINDING RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. BY SIGNING THIS DOCUMENT, YOU GIVE UP YOUR RIGHT TO SUE SONARK FARMS LLC AND AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH FISHING ON PRIVATE PROPERTY.

1. ACKNOWLEDGMENT OF RISKS

I understand and acknowledge that fishing and outdoor activities involve inherent risks, dangers, and hazards that may result in serious personal injury, death, or property damage. These risks include but are not limited to:

- Drowning, near-drowning, or other water-related injuries
- Slips, trips, and falls on uneven terrain, mud, wet rocks, docks, or banks
- Encounters with wildlife including snakes, spiders, insects, ticks, and other animals
- Exposure to weather conditions including extreme heat, cold, lightning, wind, and sun
- Injuries from fishing equipment including hooks, lines, lures, and rods
- Cuts, punctures, infections, and allergic reactions
- Plant-related injuries including poison ivy, poison oak, thorns, and allergens
- Accidents involving other anglers, family members, or guests on the property
- Risks associated with the consumption of alcohol at The Bar(n)
- Vehicle accidents on access roads or parking areas
- Any other risks inherent to fishing, outdoor recreation, or being on private rural property

2. ASSUMPTION OF INHERENT RISKS

I VOLUNTARILY AND KNOWINGLY ASSUME ALL INHERENT RISKS of fishing and being present at Sonark Farms, including but not limited to those listed in Section 1 above and any other risks naturally arising from fishing, water-edge recreation, weather, wildlife, terrain, equipment, the conduct of other participants, and the rural agricultural setting of the property. I acknowledge that I am physically and mentally able to participate in fishing activities and have no medical condition that would prevent safe participation. I understand that these inherent risks cannot be eliminated

regardless of the care taken by Sonark Farms.

3. RELEASE AND COVENANT NOT TO SUE

In consideration of being permitted to enter Sonark Farms and fish the pond, I, on behalf of myself, my spouse, children, heirs, executors, administrators, successors, and assigns, **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Sonark Farms LLC, its members, managers, employees, agents, contractors, insurers, and property owners (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action arising out of injury, death, or property loss **resulting from the inherent risks of fishing and agritourism activities** as described in this Waiver and protected under North Carolina General Statutes § 99E-30 et seq.

CARVE-OUT — WHAT THIS WAIVER DOES NOT RELEASE: Nothing in this Waiver shall be construed to release, waive, or limit any claim arising from (a) the gross negligence, willful misconduct, or intentional wrongful act of the Released Parties; (b) any condition known to the Released Parties for which they failed to warn participants as required by N.C.G.S. § 99E-33; (c) any violation of applicable state or federal law; or (d) any claim that, as a matter of North Carolina law or public policy, cannot be waived in advance by a participant. This Waiver is intended to be enforceable only to the maximum extent permitted by North Carolina law.

4. INDEMNIFICATION

I agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties from any loss, liability, damage, or costs they may incur arising out of **my own acts, omissions, or negligence**, or the acts, omissions, or negligence of any minor dependent under my supervision, while present at Sonark Farms or participating in fishing activities. This indemnification obligation does not apply to losses caused by the Released Parties' own gross negligence, willful misconduct, or violation of law.

5. NORTH CAROLINA AGRITOURISM STATUTE

I acknowledge that Sonark Farms is an agritourism operation under North Carolina General Statutes § 99E-30 et seq. I understand and accept that under North Carolina law, an agritourism professional is not liable for injury or death of a participant resulting from inherent risks of agritourism activities. I have read the warning posted on the property as required by NCGS § 99E-32:

"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 as a participant 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."

6. SUPERVISION OF MINORS

If I am the parent or legal guardian of any minor named on a Family Permit, I expressly assume all risks on behalf of such minor. I agree that minors under age sixteen (16) will be supervised by me or another permit-holding adult at all times while on the property. I acknowledge that Sonark Farms has no duty to supervise, monitor, or care for minor children, and I accept full responsibility for their safety and conduct.

7. MEDICAL TREATMENT AUTHORIZATION

In the event of an emergency, I authorize Sonark Farms staff to secure emergency medical treatment for me or my minor dependents. I agree to be financially responsible for any medical care costs incurred. I understand that Sonark Farms is under no obligation to provide first aid or emergency medical care but may do so at its sole discretion.

8. PHOTOGRAPHIC RELEASE

I grant Sonark Farms LLC permission to use photographs, videos, or other media depicting me or my minor dependents taken on the property for promotional, marketing, or educational purposes without compensation. If I do not wish to grant this permission, I will notify Sonark Farms in writing at steven.raets@sonarkfarms.com.

9. SEVERABILITY

I agree that if any portion of this Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

10. GOVERNING LAW & VENUE

This Waiver shall be governed by the laws of the State of North Carolina. Any legal proceeding arising under this Waiver shall be brought exclusively in the state or federal courts of Orange County, North Carolina.

11. ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND SONARK FARMS LLC. I SIGN THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL. I HAVE HAD THE OPPORTUNITY TO REVIEW THIS DOCUMENT WITH LEGAL COUNSEL IF I SO CHOSE.

ELECTRONIC SIGNATURE

By submitting the online registration form at www.sonarkfarms.com, you electronically sign this Liability Waiver & Assumption of Risk. Your electronic signature has the same legal effect as a

handwritten signature under the federal E-SIGN Act (15 U.S.C. § 7001) and North Carolina's Uniform Electronic Transactions Act. Your typed name, IP address, and submission timestamp will be retained as evidence of your signature.

Questions about this Waiver? Contact steven.raets@sonarkfarms.com before signing.