



WAIVER OF LIABILITY & CONSENT FORM

Introduction & Identification

By signing this waiver, the undersigned (the "Participant" or "Guardian") acknowledges the inherent risks involved in activities at **Lewis Meadows**. This waiver is required for all participants in any program or activity conducted at the Lewis Meadows facility.

Lewis Meadows

812 Rodell Barrow Road
LaGrange, NC 28551
kelly@lewismeadows.com
919-648-3669

1. Participant Information

Full Name of Participant: _____

Date of Birth: _____

Parent/Guardian's Name (if applicable): _____

Relationship to Participant (if a minor): _____

Emergency Contact #1 Name: _____

Relationship: _____

Phone Number: _____

Emergency Contact #2 Name: _____

Relationship: _____

Phone Number: _____

Do you authorize Lewis Meadows to photograph and/or record your child for use in social media, promotional materials, and marketing? Yes No

2. Description of Activities

The following activities are covered under this waiver:

- Horseback riding and pony rides
- Animal care and handling (including farm animals and equines)
- Nature exploration and outdoor play (gardening, forest walks, pond exploration)
- Water-based activities including fishing and swimming
- Recreational rides including golf cart rides and guided four-wheeler (ATV) experiences
- Adventure activities including zip line use
- Seasonal and special events (canoe rides, hay rides, cooking, tool use, etc.)
- Any other activities involving outdoor play, swimming, or interaction with animals

Participants must follow all safety instructions related to the specific activity they are involved in.

3. Risks and Hazards

The Participant acknowledges the inherent risks involved in outdoor and nature-based activities, including but not limited to:

- Animal behavior (including unpredictable actions such as biting, kicking, or sudden movement)
- Rough terrain, uneven ground, slips, trips, and falls
- Allergic reactions to plants, insects, or animals
- Weather-related hazards (heat, cold, rain, etc.)
- Water-related risks including drowning, slipping near water, or watercraft instability
- Equipment failure (including horseback riding gear, zip line equipment, or canoe equipment)
- Risks associated with recreational vehicles (ATVs/four-wheelers and golf carts), including collisions, tipping, or sudden movement
- Risks associated with elevated activities such as zip lines, including falls or equipment misuse

These risks cannot be eliminated entirely, and the undersigned agrees to participate with full knowledge of these risks.

4. Safety Measures & Equipment

Lewis Meadows takes the following safety measures to minimize risks:

- Helmets are required for horseback riding and pony rides (ASTM-approved)
- Helmets are required for ATV/four-wheeler participation (only upon request or where applicable)
- Life vests are mandatory for participants in canoeing or water-based activities
- Flotation devices may be required for pond activities
- Mini zip line activity limited by age & height, unless adult approved. Supervision by staff required at all times
- All vehicle-based activities (ATVs and golf carts) are staff-operated or supervised only
- Staff supervision is provided for all youth participants at all times
- Participants must follow all safety instructions given by Lewis Meadows staff

The Participant and/or Guardian understands that failure to follow safety rules may result in removal from activities.

5. Medical Consent & Emergency Procedures

In the event of an emergency, the Participant (or Guardian) consents to the staff of Lewis Meadows seeking emergency medical care for the Participant. The undersigned also acknowledges financial responsibility for any medical costs arising from injuries or accidents.

Participants/ or Guardians should disclose any special medical conditions or allergies that may affect participation in physical, outdoor, or water-based activities. If a Parent/Guardian is involved, the Guardian must ensure staff is aware of any medical conditions and ensure child follows all safety instructions and restrictions while at Lewis Meadows.

6. Liability Release & Indemnification

The undersigned agrees to release, waive, and hold harmless Lewis Meadows, its owners, staff, volunteers, and affiliates from any claims, demands, actions, or causes of action arising from injuries, accidents, or damages incurred during participation in activities at the facility, including those arising from the inherent risks of such activities.

This waiver applies to ordinary negligence but does not extend to gross negligence or willful misconduct.

While **Lewis Meadows** strives to provide a safe and enjoyable experience, the Participant assumes full responsibility for any risks associated with the activities described herein.

7. Special Clause: Horseback Riding & Pony Rides

Horseback riding and pony rides involve inherent risks of injury or death.

NOTICE (Required by North Carolina Law):

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for injury or death resulting from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

Participation in equine activities is voluntary, and all participants must wear ASTM-approved helmets and follow all safety instructions.

8. Special Clause: Water Activities

The Participant acknowledges that water-based activities, including canoeing and pond access, involve inherent risks including drowning, slipping, or watercraft instability.

The Participant agrees to wear required life vests and follow all safety instructions provided by Lewis Meadows staff.

9. Special Clause: Recreational Vehicles (ATVs & Golf Carts)

The Participant and/or Guardian acknowledges the risks associated with recreational vehicle use, including four-wheelers (ATVs) and golf carts.

The undersigned agrees that:

- Minors will not operate ATVs or golf carts
- Participation is limited to supervised use only
- Helmets may be required for ATV activities
- All instructions from staff must be followed at all times

10. Special Clause: Zip Line Activities

The Participant acknowledges that zip line activities involve elevated movement and inherent risks including falls or equipment failure.

Participants agree to:

- Use provided safety equipment (harnesses, helmets where required)
- Follow all staff instructions
- Participate only under supervision

11. Acknowledgment of Understanding

The undersigned confirms that they understand and accept the risks associated with the activities at Lewis Meadows. By signing this waiver, the undersigned voluntarily assumes responsibility for the risks associated with participation and agrees to follow all safety guidelines.

12. Parental/Guardian Consent (if minor)

If the participant is under the age of 18, the undersigned, as the legal Guardian, affirms responsibility for the minor's safety and behavior. The Guardian agrees to ensure the minor follows all safety rules, understands instructions, and participates only within the guidelines set by Lewis Meadows.

Guardian's Signature: _____

Printed Name: _____

Date: _____

13. Severability Clause

If any part of this waiver is found to be invalid or unenforceable, the rest of the waiver remains in full force and effect.

14. Governing Law

This waiver is governed by the laws of the State of North Carolina.

15. Signature Section

By signing below, the Participant (or Guardian, if minor) agrees to the terms outlined in this waiver.

Participant's Full Name: _____

Guardian's Full Name, if applicable (Printed): _____

Participant's Signature (Guardian's Signature if minor):

Date of Signature: _____