

**THE FORK STABLES, LLC
UNCONDITIONAL RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY,
AND HOLD HARMLESS AGREEMENT**

WARNING

**UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS
NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES
RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E
OF THE NORTH CAROLINA GENERAL STATUTES.**

In consideration of THE FORK, LLC, a North Carolina limited liability company ("The Fork") and/or THE FORK STABLES, LLC, a North Carolina limited liability company ("The Fork Stables") granting permission for the undersigned to enter the Property (as herein below defined) and/or to engage in Activities (as herein below defined), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of the undersigned and any listed minor(s) (individually or collectively, as applicable, the "Participants"), and on behalf of the Participants' respective heirs, executors, personal representatives, guardians and next of kin, hereby agree as follows:

1. Assumption of All Risks

(a) Participants acknowledge that the Activities are inherently and unavoidably dangerous, and may result in serious bodily injury, death, property damage or other loss, and that by the signature of Participants below, Participants knowingly, voluntarily and willingly assume all risks, known or unknown, anticipated or unanticipated, relating to or arising out of, directly or indirectly, either the presence of Participants on the Property and/or the conduct of any and all Activities by either Participants or others on the Property.

(b) Participants hereby take full responsibility for the selection, examination, adjustment, control and conduct of all Activities engaged in by Participants, including without limitation the conditions and adjustment of all equestrian, hunting and/or shooting sports activities, as well as the stables, facilities and equipment related thereto, including without limitation any barns, stalls, riding equipment, saddle, riding trails, hiking trails, stands, blinds, firearms, weapons, ammunition, and/or target throwing/presentation devices.

(c) Participants warrant, represent and covenant that the Participants have sufficient experience and skill to undertake safely the Activities in which they elect to engage.

(d) Participants assume full responsibility for and risk of any and all bodily injury, death, property damage and/or other loss due to the Activities, including without limitation such injuries, death or damage as may be due to the negligence or carelessness (including gross negligence) of the "Releasees" (as hereinafter defined), including, without limitation, any claim,

injury or other loss resulting from the existence of hidden, latent, or obvious defects in or about the Property or any facilities and/or equipment supplied or approved by the Releasees. Participants understand that neither The Fork, The Fork Stables nor any of the other Releasees have conducted any special inspection of the Property or any facilities or equipment in anticipation of the visit of Participants to the Property or the use of any facilities or equipment supplied.

(e) Participants acknowledge that Participants are voluntarily participating in the Activities, and that Participants are under no obligation to engage in the Activities.

2. Full Release and Waiver of Claims.

(a) Participants hereby forever release, acquit, discharge, waive, hold harmless and covenant not to sue the 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 (or any of them) may have by reason of their presence on the Property and/or the conduct of any Activities, including, but not limited to, any claims or losses arising by reason of the passive or active negligence (including gross negligence) of any or all of Releasees, or any hidden, latent, or obvious defects at or on the Property or in any facilities or equipment used, whether or not supplied or inspected by Releasees.

(b) Participants agree to indemnify, hold harmless and defend each of the Releasees from any and all losses, liabilities, claims, damage, or costs, including attorney's fees, that Releasees (or any of them) might incur as a result of Participants' entry onto the Property and/or engaging in Activities, whether caused by the negligence (including gross negligence) of any of the Releasees or otherwise. If any person(s) comprising Participants is(are) executing this release on behalf of a minor, each such person(s) agrees (jointly and severally, as applicable) to indemnify, hold harmless and defend each of the Releasees from any and all losses, liabilities, claims, damage(s) or costs, including without limitation attorneys' fees, that Releasees (or any of them) might incur as a result of any claim made by or on behalf of such minor, whether such claim is on account of negligence (including gross negligence) of any of the Releasees or otherwise.

(c) I PROMISE NOT TO SUE ANY OF THE RELEASEES FOR ANY CAUSE OF ACTION WHATSOEVER, EVEN FOR CLAIMS ARISING FROM THE NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF THE RELEASEES OR FROM HIDDEN, LATENT, OR OBVIOUS DEFECTS IN THE PROPERTY, FACILITIES OR EQUIPMENT SUPPLIED OR APPROVED BY THE RELEASEES.

(d) It is further understood and agreed that this Agreement shall cover all bodily injuries (including death), property damages, and any other loss, damage or injuries, known or unknown, regardless of the severity of the injuries and damages.

(e) This Agreement shall not be subject to any claim of mistake of fact, and this Agreement expresses a full and complete waiver of all liability claimed, and regardless of the type of injury, death or damage, or circumstances concerning same, this Agreement is intended to forever bar any claim Participants might have, and is intended to be final and complete.

3. Photo Release and Consent. Participants hereby consent to photographs and/or other images being made of Participants while Participants are participating in any Activities or are otherwise on the property of The Fork or The Fork Stables, and further consent to such photographs/images being used and displayed upon any website, press release and/or other marketing and/or advertising materials used by The Fork and/or The Fork Stables from time to time. Participants further hereby release and waive any right, claim, demand or compensation of any kind Participants may have with respect to any such use(s) by The Fork and/or The Fork Stables of said photographs and/or images.

4. Definitions.

(a) “Activities” shall mean all conditions, equipment and activities in any way relating to, or concerning, any educational, recreational or other undertaking of any type whatsoever which may be performed on the Property, including without limitation, any activities or endeavors related to equestrian sports, equestrian training, fox hunting, horseback riding, hunting, fishing, hiking, weapon discharge or handling, firearm shooting (including rifles, shotguns, and handguns), animal interaction (including wildlife, horses and other domestic animals), swimming, camping, exploring, cooking, and any and all other recreational activities and facilities or 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 child for whom the undersigned is responsible, and their respective heirs, executors, personal representatives, guardians and next of kin.

(c) “Property” shall mean any and all property, whether real or personal, belonging to or under the control of the Releasees (or any of them) or upon which the Activities occur, exist or take place, whether or not subject to the ownership or possession of the Releasees.

(d) “Releasees” shall mean The Fork, The Fork Stables, James W. Cogdell, Cogdell Spencer Advisors, Inc., a North Carolina corporation, and their respective members, directors, shareholders, officers, employees, agents, managers, insurance carriers, attorneys, invitees and guests, as applicable, or any of them and their respective successors and assigns.

5. Enforceable Agreement.

(e) Participants acknowledge that this Agreement is intended to be as broad and as inclusive as permitted by the law of the State of North Carolina.

(f) If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

(g) Participants have read this Agreement, understand that it affects significant legal rights, and voluntarily sign this Agreement. Participants acknowledge that no oral representations, statements or inducements apart from the foregoing written agreement have been made by or on behalf of the Releasees.

6. Agreement Continuing.

Participants acknowledge that the waivers, covenants, indemnities, representations and warranties provided in this Agreement shall continue in effect beyond the visit to the Property upon which this Agreement is initially delivered by Participants and shall remain in full force and effect at all times Participants are on the Property, including all subsequent visits to the Property by Participants, and that the terms of this Agreement shall be binding upon Participants and each of them.

7. Participants' Representations.

Each of Participants executing below as an adult represents and warrants that such person is at least 18 years of age and has full legal capacity to execute this Agreement. Further, with respect to any person signing below as a minor, the person executing below as an adult represents and warrants that he/she is the legal guardian or duly authorized adult supervisor (as applicable) of the minor listed below and that he/she has full legal capacity, power and authority to execute this Agreement on behalf of the minor.

IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed, as of the _____ day of _____, 20__.

(Signature of Adult) Legal Guardian

(Signature of Minor)

(Print Name of Adult) Legal Guardian

(Print Name of Minor)

(Address, City, State, Zip)

(Phone number)

(E-mail)

(Emergency Contact Name & Number)