

Assumption of Risk, Waiver, Release and Indemnity Agreement

Leroy Springs & Company, Inc., a South Carolina non-profit corporation ("LSC"), operates The Anne Springs Close Greenway in the Town of Fort Mill, York County, South Carolina (collectively, with any facilities, buildings, fixtures and improvements thereon, the "ASC Greenway" or "Greenway"). The Greenway offers a variety of activities including, without limitation, archery, horseback riding, mountain biking, fishing, hiking, disc golf, camping, kayaking, paddleboarding, canoeing, stream stumping, games, concerts, dog parks, running and biking races, an interactive children's farm featuring a variety of animals, events, group initiative problems, venue and facilities rentals, preschool, afterschool care, use of playground facilities, outdoor birthday parties, gardening, field trips, youth camps, and low and high ropes course elements (each, an "Activity," and collectively, the "Activities"). In consideration of LSC allowing me to participate in one or more Activities at the Greenway, I agree to comply with all applicable laws and all rules adopted by LSC from time to time with respect to any Activity, and by entering the Greenway property, I further agree to the following Assumption of Risk, Waiver, Release and Indemnity Agreement (this "Agreement"):

Acknowledgment and Assumption of Risk. I acknowledge, understand and agree that: (a) the Activities can cause loss or damage to my property, or accidental injury, illness, or in extreme cases, permanent trauma or death; (b) participation in these Activities can be very dangerous and may entail high risk of injury or death to any participant; (c) the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death; (d) I assume and accept full responsibility for the risks identified herein and those risks not specifically identified; (e) my participation in these Activities is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks; (f) engaging in these Activities may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant to ensure I am capable of performing the Activities; (g) for certain Activities, the ASC Greenway staff may be available to more fully explain to me the nature and physical demands of each Activity and the inherent risks, hazards and dangers associated with these Activities, but the ASC Greenway assumes no responsibility to explain all risks to me, and I am solely responsible for determining whether I should participate in a certain Activity; (h) certain Activities may involve participation or close contact with other individuals, some of whom may have communicable illnesses or diseases such as COVID-19, among others, and I assume all risk of contracting an illness or disease (including, without limitation, COVID-19) while on the Greenway or participating in an Activity; and (i) I assume all risk of death or bodily injury to me or a Minor, or damage to or loss of personal property belonging to me or a Minor, related to or arising out of any criminal acts, negligence or other wrongful misconduct of any third party occurring while I am participating in an Activity or otherwise on the Greenway (collectively, "Third Party Act"). I certify that I and any Minor (defined below) for whom I sign this Agreement are in good health, free from any communicable illnesses or diseases (including, without limitation, COVID-19), and are fully capable of participating in these Activities. Therefore, I assume and accept full responsibility for myself, including all minor children under the age of 18 in my care, custody and control (each, a "Minor"), for bodily injury, illness, death or loss of personal property and expenses as a result of the risks and dangers identified herein and those risks and dangers not specifically identified, and as a result of my or a Minor's negligence in participating in any Activities or any Third Party Act. I also understand and acknowledge that the ASC Greenway cannot foresee or predict every possible risk or danger which may result in illness, injury or death, or loss of or damage to my property, including, without limitation, a Third Party Act, and it is my responsibility to participate, and to ensure that each Minor participates, in a responsible and careful manner at all times. For certain Activities, the Greenway may require me to complete a Participant Information form containing basic information about my or a Minor's physical condition and medical history. I represent and warrant that any Participant Information form I have completed is accurate and complete.

Waiver and Release. I, for myself and any Minor present at the Greenway, waive, release, discharge and agree not to sue or bring any claim against LSC, the Greenway, or any of their respective directors, members, managers, shareholders, officers, employees, or agents (collectively, "Released Parties"), for or with respect to any and all claims, liabilities, judgments, damages, costs, fees or expenses, including without limitation, attorneys' fees and expenses (collectively, "Claims"), arising out of or related to this Agreement, any Third Party Act, my or any Minor's participation in any Activity, my or any Minor's presence in or around the Greenway, or my or any Minor's use of any equipment or other personal property I, a Minor or another person may have brought onto the Greenway or equipment provided by the Greenway (collectively, "Equipment"), including, without limitation, any Claims for personal injury, illness, death, or damage to property and specifically including, without limitation, any and all Claims based on the alleged negligence of any of the Released Parties

to the extent allowed by applicable law, but excluding Claims based on gross negligence.

Indemnity. I, for myself and any Minor present at the Greenway, agree to indemnify, defend, and hold harmless each of the Released Parties (i.e., I agree to pay or reimburse each of the Released Parties) from and against any and all Claims arising out of or related to this Agreement, my or any Minor's participation in any Activity, my or any Minor's presence in or around the Greenway, or my or any Minor's use of any Equipment, including, with-out limitation, any Claims for personal injury, illness, death, or damage to property and specifically including, without limitation, any and all Claims based on (a) the alleged negligence of any of the Released Parties or (b) any Third Party Act.

Additional Terms. LSC has the right to require me to provide proof of insurance as a condition to my participation in an Activity. I acknowledge that I and any Minor may be photographed, recorded or videoed while participating in Activities, and I hereby (a) waive any right of privacy and (b) authorize LSC and the Greenway to use, copy, reproduce and distribute any photograph, video, sound or digital recording for any purpose at no charge. I agree to comply with any rules adopted by the Greenway or LSC from time to time with respect to any Activity. I agree that this Agreement will be interpreted and enforced under the laws of South Carolina, and that venue for any legal proceeding regarding this Agreement shall be in York County, South Carolina. If any part of this Agreement is held by a court to be unenforceable, the unenforceable part of this Agreement will be deleted without any effect on the remainder of this Agreement. By entering the Greenway, I agree to the terms and conditions herein and intend to place my hands and seals on this Agreement so that this Agreement will be considered a sealed instrument for all purposes under South Carolina law. I have carefully read, clearly understood and accept the terms and conditions stated herein and acknowledge that this Agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including each Minor. To the extent this Agreement applies to a Minor, I represent and warrant that I have legal authority to consent to this Agreement for the Minor, and I hereby agree to all of the foregoing terms, covenants, representations and warranties for and on behalf of such Minor. My covenants under this Agreement will survive termination of this Agreement or my participation in any Activity.

WARNING!: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

WARNING!: Under South Carolina law, an agritourism professional is not liable for an injury to or the death of participant in an agritourism activity resulting from an inherent risk associated with the agritourism activity. (Chapter 53, Title 46, Code of Laws of South Carolina, 1976).