

GENERAL RELEASE OF LIABILITY

THIS SECTION MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF BEING PERMITTED TO ENTER FOR ANY PURPOSE TO THE SANDHILLS PICK-N-PULL, LLC, AUTOMOBILE SALVAGE YARD 561 SOUTH KING STREET, FAYETTEVILLE, NC 28301.

I fully recognize and understand that an automobile salvage yard presents risks to me and that my presence in the yard is an inherently dangerous activity. I especially acknowledge that any attempt I make to examine and remove automobile parts in the salvage yard is inherently dangerous. I also acknowledge that my simply being present in the salvage yard where junked automobiles are being towed, unloaded, stored, stacked, moved by equipment, crushed, and loaded for shipment, is an inherently dangerous activity and I may suffer serious injuries while in the salvage yard, including death. I fully recognize and understand that I may have certain legal rights and remedies with respect to injuries incurred while I am in the salvage yard.

In consideration of being allowed to enter the salvage yard premises, I intend and do hereby voluntarily release, waive, discharge, relinquish and abandon any and all legal rights and remedies I might have or acquire against SANDHILLS Pick-N-Pull LLC, a North Carolina limited liability company (which operates the salvage yard and leases the real estate upon which the salvage yard is located) any third party owner of the real estate on which the salvage yard is located, and their respective officers, managers, directors, stockholders, members, employees and agents (collectively, "SANDHILLS Pick-N-Pull") for any injuries I sustain or incur while in or on the salvage yard. In addition, I covenant not to sue SANDHILLS Pick-N-Pull for any injuries I may sustain or incur while in or on the salvage yard, and agree to indemnify, and save and hold harmless SANDHILLS Pick-N-Pull from loss or damage arising out of or connected with any injuries I sustain or incur while in or on the salvage yard. I hereby assume full responsibility for and risk of bodily injury due to the negligence or gross negligence of SANDHILLS Pick-N-Pull or otherwise while in or on the salvage yard.

I expressly acknowledge that this release of any and all legal rights and remedies, covenant not to sue and indemnity will apply to any injuries that I may sustain as a proximate result of any acts of negligence or gross negligence of SANDHILLS Pick-N-Pull, whether such negligence or gross negligence of SANDHILLS Pick-N-Pull is solely or partly the proximate cause of such injuries.

I fully recognize and understand that this voluntary waiver of legal rights and remedies, covenant not to sue, and indemnity covers and includes any injury or injuries I sustain or incur while in or on the salvage yard for any purpose whatsoever. This includes, but is not limited to, inspection and removal of automotive parts, with or without tools furnished by SANDHILLS Pick-N-Pull or myself.

I agree that I will not enter the salvage yard premises if I am under the influence of alcohol or drugs. I am 16 years of age or older and am executing this waiver of

my own free will without any undue influence or pressure from SANDHILLS Pick-N-Pull. This waiver shall be binding upon my heirs, agents, next of kin executors, and administrators. Should any provision of this waiver, covenant not to sue, and indemnity be deemed by a court of competent jurisdiction to be invalid, then this portion of this waiver, covenant not to sue and indemnity shall be deleted and it shall not affect the remaining portions of this waiver, covenant not to sue, and indemnity, which such portions shall be deemed to be in full force and effect and shall be read and construed without the portion deleted.

I HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND ITS PURPOSE AND CONTENTS AND HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER, COVENANT NOT TO SUE, AND INDEMNITY WITH A REPRESENTATIVE OF SANDHILLS PICK-N-PULL. I DO HEREBY REAFFIRM MY INTENTION TO WAIVE ALL LEGAL RIGHTS AND REMEDIES AGAINST SANDHILLS PICK-N-PULL FOR ANY INJURIES I SUSTAIN, INCLUDING ANY INJURIES RESULTING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF SANDHILLS PICK-N-PULL BY SIGNING BELOW.