

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(Hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

Initial: _____

PARTICIPANT INFORMATION:

Full Name (LAST, First, Middle): _____

Mailing address: _____

Telephone number: _____

Date of birth (MONTH, day, year): _____

TO: JANZEN GARLIC ACRES INC. and its owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, landlords, sponsors, successors and assigns (hereinafter collectively referred to as the "Company").

In consideration of the Company agreeing to my participation in Farm Activities and permitting my use of their premises, equipment, parking, as well as any other facilities and services, and for other good and valuable consideration hereby confirmed as received, I agree as follows:

- 1. FARM ACTIVITIES:** The term "Farm Activities" as used in this Release Agreement means: any and all activities, events and services provided, permitted, arranged, organized, conducted, sponsored and/or authorized by the Company and includes, but is not limited to, general use of grounds including its improvements, general recreation, agritourism, farm tours, petting or other interaction with animals, and any other such activities, events and services in any way connected with or related to the services being provided by the Company.
- 2. RELEASE OF LIABILITY & WAIVER OF CLAIMS:** I waive any and all claims that I have or may in the future have against the Company and to release the Company from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the Farm Activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996. C. 337, on the part of the Company.

I understand that negligence includes failure on the part of the company to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in Farm Activities.

Initial:

- 3. ASSUMPTION OF RISKS:** I am aware that participating in the Farm Activities involves many risks, dangers and hazards including, but not limited to, changing and/or dangerous weather conditions; lightning; irregular footing on wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape; slips, trips and falls; concussion; fractures; skin or other allergies; injury due to lack of fitness or conditioning or other physical or medical concerns; failure to use protective gear; impact or collision with trees, man-made and/or natural objects, other participants or guides; wild and domestic animals including insects and reptiles; equipment failure; failure to properly adjust or fasten

equipment; improper use of equipment; negligence of other participants or guides; and negligence on the part of the Company.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

Initial:

4. **INDEMNITY:** I will hold harmless and indemnify the Company from any and all liability, including the Company's actual legal costs, for any property damage, personal injury or death, occasioned to or suffered by any person or persons or any property resulting from my participation in the Farm Activities by myself or any person participating in the Farm Activities at my invitation or with my consent.
5. **MEDICAL DISCLAIMER:** I certify that I do not suffer from any conditions which may endanger the safety of myself or anyone else, by participating in Farm Activities.
6. **PHOTOS/VIDEOS:** I hereby agree and acknowledge that the Company may take photographs and/or videos of me and my guests and invitees during their participation in the Farm Activities (the "Images"). These Images and any intellectual property interest in the Images are the sole property of the Company and I confirm my consent to the Company using the Images for the purposes of advertising, promotional, marketing materials or in such other manner as the Company deems advisable.
7. **FARMS RULES:** I agree to abide by all the Company's rules and policies pertaining to any and all activities occurring on or off the Company's premises. I agree to and I am responsible for wearing protective gear appropriate for the activities I participate in to ensure my safety while engaging in same.
8. **DAMAGED/ LOST/ STOLEN PROPERTY:** I hereby agree and acknowledge that the Company bears no responsibility to supervise or store any property of myself or my guests or invitees and any property that I, my guests or invites bring to the Farm Activities remain at my sole risk and responsibility. At no time will the Company be considered a bailiff of the property of myself, my guests or invitees.
9. **SEVERABILITY:** If a provision of this Release Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Release Agreement will not be impaired.
10. **HEIRS & EXECUTORS:** This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
11. **GOVERNING LAW:** This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
12. **JURISDICTION:** Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.

[Execution page follows.]

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Company with respect to the safety of participating in farm activities, other than what is set forth in this Release Agreement.

I have read the Release Agreement and agree to be bound by its terms.

Signature of Participant: _____ DATE: _____
(DD/MM/YYYY)
_____/_____/_____

Name and signature of Witness: _____