



Pumpkin Patch Liability Wavier

PUMPKIN PATCH LIABILITY WAIVER AND SERVICE CONTRACT

Barthold Bovines & D Barthold Farms

1776 W FM 922, Valley View, Texas 76272

PLEASE READ CAREFULLY. BY SIGNING, PURCHASING A TICKET, ENTERING THE PROPERTY, OR ACCEPTING THIS AGREEMENT YOU ARE WAIVING IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

TERMS AND CONDITIONS / WAIVER

WHEREAS the Client(s) wish to engage BARTHOLD BOVINES to provide animal appearance, animal interactions, and related services at a pumpkin patch / farm event (the "Event") at the location specified; and WHEREAS the parties wish to record their agreement in writing; NOW THEREFORE the parties agree as follows:

INTERPRETATION

1.1 This contract is entered into between Barthold Bovines & D Barthold Farms ("Barthold Bovines," "Farm," or "Released Parties") and the undersigned Client(s) (and, where applicable, the Client's event guests). Barthold Bovines shall be the sole live animal appearance vendor in attendance during the Appearance Time unless otherwise agreed in writing.

1.2 These terms constitute the entire agreement between the parties. Any modification must be in writing and signed by both parties.

DEFINITIONS

2.1 "Agreement" or "Contract" means these Terms and Conditions, including all annexes, attachments, and the waiver language herein.

2.2 "Activities" include, without limitation, visiting the pumpkin patch, hayrides, bounce house/inflatable attractions, games, pony or other supervised animal rides, animal interactions and handling, feeding of animals, petting areas, observation of free-range

Initial Here:

animals, purchase and consumption of food and beverages on premises, and all other related recreational activities at the Event.

2.3 "Animals" include, but are not limited to, goats, sheep, pigs, cows, ponies, donkeys, horses, chickens, ducks, turkeys, cats, and other domestic/farm animals that may be present.

2.4 "Appearance Time" and "Appearance Space" are as set forth in the booking confirmation or as reasonably directed by Barthold Bovines.

SERVICE LIMITATIONS, SAFETY & ON-SITE RULES

3.1 Animals will be handled by Barthold Bovines personnel only. Animals will be on halters, otherwise controlled or supervised while accessible to guests unless otherwise directed by handlers. Guests enter into animals pens with unaltered/controlled animals at their own risk.

3.2 Client and guests must comply with all posted rules and Barthold Bovines staff directions. Minors must be supervised by their parent/guardian at all times.

3.3 Guests must not feed animals unless expressly authorized by Barthold Bovines personnel and following staff instructions. Handwashing and hygiene instructions must be followed after animal contact.

3.4 Entering Animal Pens or Uncontrolled Areas; Assumption of Risk. Certain areas of the premises may contain animals that are not actively handled or controlled by Barthold Bovines personnel (e.g., unattended pasture pens, free-range enclosures, or areas temporarily without a handler) ("Uncontrolled Areas"). Except where expressly supervised by Farm staff, access to Uncontrolled Areas is at the sole risk of the entrant.

3.5 Any person who elects to enter an Uncontrolled Area or to directly interact with animals that are not under the immediate control or direct supervision of Barthold Bovines personnel does so voluntarily, assumes all risks associated with such entry or interaction (including but not limited to bites, kicks, crushing, trampling, zoonotic disease, allergic reaction, and other injury), and agrees that the Release, Waiver, Assumption of Risk, and Indemnity provisions of this Agreement apply in full to such entry or interaction.

3.6 Minors shall not enter Uncontrolled Areas except when accompanied by a parent or legal guardian who remains in the Uncontrolled Area and supervises the minor at all times. The supervising adult is solely responsible for the minor's safety and compliance with Farm rules.

Initial Here:

3.7 Barthold Bovines expressly disclaims responsibility for injury, loss, or damage resulting from entry into Uncontrolled Areas or interaction with animals not under Farm control, except to the extent such injury results from the gross negligence or willful misconduct of Barthold Bovines as determined by a court of competent jurisdiction.

3.8 The Client and entrants agree to indemnify, defend, and hold harmless the Released Parties from any claims, demands, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from entry into Uncontrolled Areas or interactions with animals not under Farm control."

3.9 Animals may not be sat upon, ridden, haltered, or walked by guests except as explicitly authorized and supervised by Farm staff.

3.10 Bounce house/inflatable rules (age, weight, capacity, footwear, supervision) must be followed. Helmets or other protective gear may be required for specific activities (e.g., pony rides).

3.11 Food & beverage vendors on-site are independent vendors unless otherwise arranged. Barthold Bovines is not responsible for food allergies, intolerance, or foodborne illness except for gross negligence/willful misconduct.

3.12 Child Supervision. All children under 18 years of age must be supervised at all times by a parent or responsible adult while on the property. The supervising adult must remain with the child for the entire time the child is on the premises and is responsible for the child's actions and compliance with all posted rules and staff instructions. Barthold Bovines and the Farm are not responsible for unsupervised children.

EXCLUSIVE PRESENCE AND OTHER ANIMALS

4.1 No outside animals are permitted on property. Barthold Bovines' animals shall be the only animals permitted, except trained service animals.

4.2 If other animals arrive and cause safety concerns, Barthold Bovines may shorten, suspend, or terminate its event without refund or liability. Guests are responsible for compliance and any resulting costs.

ASSUMPTION OF RISK; ACKNOWLEDGEMENT OF HAZARDS

5.1 Participant/Client acknowledges Activities involve inherent risks including but not limited to:

- Animal behavior hazards: bites, kicks, scratches, crushing, communicable disease, allergic reactions, unpredictable behavior (including free-range animals);
- Physical hazards: falls, collisions, trips, uneven ground, slippery surfaces, inflatable-related injuries;

Initial Here:

- Environmental hazards: heat, cold, insects, exposure to animal waste, allergens (hay/straw);
- Food/beverage hazards: allergies, cross-contamination, foodborne illness. 9.2 Participant voluntarily assumes all risks, known and unknown, foreseeable or unforeseeable, including risks caused in whole or in part by the negligence of Barthold Bovines, except for injuries caused by Barthold Bovines' gross negligence or willful misconduct as determined by a court of competent jurisdiction.

RELEASE, WAIVER, COVENANT NOT TO SUE, AND INDEMNITY

6.1 In consideration of being allowed to participate in the Activities, Participant, on behalf of Participant and Participant's heirs, personal representatives, assigns, and next of kin, hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Barthold Bovines & D Barthold Farms, its owners, officers, employees, agents, volunteers, contractors, affiliates, and insurers (collectively, "Released Parties") from any and all claims, demands, liabilities, damages, losses, causes of action, costs and expenses (including attorneys' fees and court costs) arising from Participant's presence at or participation in Activities, including claims arising out of the negligence of Released Parties, except to the extent such claims arise from the gross negligence or willful misconduct of Released Parties as determined by a court of competent jurisdiction.

6.2 Participant agrees to indemnify, defend and hold harmless Released Parties from and against any claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of Participant's acts or omissions, breach of this Agreement, or participation in Activities by Participant or Participant's guests (including minors).

6.3 This waiver and indemnity applies to injuries, death, property damage, medical or hospital expenses, emergency services, and any other loss arising from the Activities.

MEDICAL TREATMENT AUTHORIZATION

7.1 Participant consents to receive first aid and emergency medical care and authorizes Barthold Bovines to arrange transportation if, in the judgment of Farm personnel, such care is reasonably necessary. Participant agrees to bear all costs of such care and transportation.

PHOTOGRAPHY / MEDIA RELEASE

8.1 Participant grants Barthold Bovines the perpetual, royalty-free right to use photos, video, and audio recordings of Participant taken during Activities for marketing and promotional purposes in any media. If Participant objects, Participant must notify Barthold Bovines in writing prior to participation.

Initial Here:

ALCOHOL

9.1 If alcohol is present at the Event, the Client must comply with all Texas Alcoholic Beverage Commission (TABC) rules and applicable laws. Barthold Bovines will not serve alcohol to anyone under 21. Client agrees not to provide alcohol to minors. Barthold Bovines reserves the right to deny or stop service to anyone deemed intoxicated or unsafe.

DISPLAY AND PROMOTION

10.1 Client permits Barthold Bovines to use Event images for lawful promotion across social media and other marketing, unless Client provides written objection in advance.

BREACH; REMEDIES; ATTORNEYS' FEES

11.1 Breach by Client may permit Barthold Bovines to terminate services and pursue all remedies at law or equity. Client agrees to reimburse Barthold Bovines for reasonable attorneys' fees, collection costs, and related expenses if Barthold Bovines enforces this Agreement in court or by collection.

SEVERABILITY

12.1 If any provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in full force and effect.

GOVERNING LAW AND VENUE

13.1 This Agreement is governed by the laws of the State of Texas. Any legal action arising from this Agreement shall be brought exclusively in a state or federal court located in Cooke County, Texas. Client and Barthold Bovines consent to jurisdiction and venue in Cooke County, Texas.

ACCEPTANCE, TICKET/ENTRY CLAUSE, INITIALS, AND SIGNATURES

14.1 Client acknowledges receipt, review, and understanding of these Terms and Conditions and the Waiver. Client agrees to initial each page where indicated and sign below.

14.2 Ticket / Entry Acceptance (NEW): By purchasing a ticket, entering the property, or otherwise participating in any Activities at Barthold Bovines & D Barthold Farms, you acknowledge that you have read, understand, and agree to be bound by this Agreement, including the Release, Waiver, Assumption of Risk, and Indemnity provisions. Ticket purchase and/or entry constitutes acceptance of these terms and, where applicable, an electronic signature equivalent to a signed agreement.

Initial Here:

14.3 The Waiver remains in effect unless revoked in writing with receipt acknowledged by Barthold Bovines.

Initial Here: