

****EACH AND EVERY ADULT MUST SIGN THIS FORM TO ENTER****

AMERICAN RIVER CHERRY COMPANY

2240 Dias Drive, Placerville, CA 95667 | New Telephone: (530) 748-9957

HOURS: 8:00am to 5:00pm | open Sunday-Friday, Closed Saturday

Date: _____

Name of Adult Guest: _____
Last First

Name of Adult Guest: _____
Last First

Name and age of minor children

NAME: _____ Age: _____

NAME: _____ Age: _____

NAME: _____ Age: _____

GUEST INFORMATION:

Mailing Address: _____

E-Mail: _____ Driver's License: _____

Birth Date: _____

Approved By: _____ ****OFFICE USE ONLY****

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

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Waiver of Liability Season: May-August 2021

Picking berries and cherries may or may not by its nature be a hazardous activity, but occasionally an injury may occur. Amongst the myriad of things that might happen, you might trip and fall, get stung by a bee, get a berry-vine thorn in your finger, eat too many berries or cherries and get a tummy ache, find a bug in your berries, get sunburned, break into a sweat, fall into the pond, or even get dive bombed by an irate creature whose dinner you have just eaten. Not to mention all sorts of other wildlife such as squirrels, rabbits, lizards, snakes, bigfoot, etc. In any event, when you and your children enter the orchard, berry patch or Koi pond premises, **YOU ASSUME ALL RISK OF INJURY OF ANY KIND INCLUDING COVID-19 INFECTION**

LADDER USE OR TREE CLIMBING IS PROHIBITED.

(Your signature require on the back)

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In consideration of being permitted to participate in any way in activities at the American River Cherry Company, I, for myself, minor children and/or minor children under my care and custody, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant from any and all claims including the negligence of The American River Cherry Company, its officers, employees, and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities at the American River Cherry Company.

Assumption of Risks: Participation in activities at the American River Cherry Company carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but some of the risks range from, but not limited to: 1) minor injuries, such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussion to 3) allergic reactions to berries, cherries, food, and insects to 4) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in activities at the American River Cherry Company. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the American River Cherry Company HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in the activities at the American River Cherry Company and to reimburse them for such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risks, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my rights to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Guest

Date

Printed Name of Guest

Signature of Guest

Date

Printed Name of Guest