

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participation in Activities at KANDI KANE CHRISTMAS TREE FARM IN CLARKSVILLE, TN

Participant's First & Last Name _____

Assumption of Risks: The participation in activities at Kandi Kane Christmas Tree Farm carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as joint or back injuries, broken bones, heart attacks, head injuries and psychological trauma 3) 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 the activities that are made possible by Kandi Kane Christmas Tree Farm. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnity and Hold Harmless: I also agree to INDEMNIFY AND HOLD HARMLESS the owners, children, volunteer workers, family and the officers and employees of Kandi Kane Christmas Tree Farm 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 Kandi Kane Christmas Tree Farm.

Waiver: In consideration of my participation in activities associated with Kandi Kane Christmas Tree Farm, I for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Kandi Kane Christmas Tree Farm, its owners, officers, family, volunteers and employees **for any and all claims of liability** for personal injury, accident or illness (including death) and property loss arising from my participation in activities at Kandi Kane Christmas Tree Farm.

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 the law of the State of Tennessee and that if any portion of it 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 risk and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right 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 Participant

Date

Signature of Parent/Guardian/Person Responsible for Minor

Date