

KANDI KANE CHRISTMAS TREE FARM KIDS' SUMMER DAY CAMP

PLEASE ANSWER ALL QUESTIONS BELOW.

CAMP WEEK DESIRED:

6/2-6/6 (SESSION 1)

6/16-6/20 (SESSION 2)

7/7-7/11 (SESSION 3)

7/21-7/25 (SESSION 4)

CAMPER'S NAME

AGE

SHIRT SIZE

NICKNAME PREFERRED

ADD'L SHIRTS x \$15 = \$

PARENT/GUARDIAN NAME

EMAIL ADDRESS

ADDRESS

PHONE #

OTHER #

EMERGENCY CONTACT NAME

PHONE #

PEOPLE WITH PERMISSION TO PICK UP CAMPER (ID REQUIRED FOR ALL PICKUPS)

NAME

PHONE #

SIGN UP FOR EXTENDED CARE

YES

NO

BEFORE (7:30-8:00) \$75/WK

AFTER (4:30-5:00) \$75/WK

BOTH \$135/WK

LIST OF ANY ALLERGIES TO MEDICINES, FOOD, SEASONAL, ETC.

LIST OF ANY MEDICATIONS TAKING

ANY SPECIAL NEEDS, LIMITATIONS OR HEALTH ISSUES WE SHOULD KNOW

PERMISSION TO ADMINISTER MINOR MEDICAL AID

YES

NO

SELECT ALL ALLOWED:

SUNSCREEN

BUG SPRAY

BAND AID

NEOSPORIN

STING RELIEF SPRAY

CHILDREN'S TYLENOL

CHILDREN'S BENADRYL

FEES AND CANCELLATION POLICY

\$100 REGISTRATION DEPOSIT IS NON-REFUNDABLE.
(ALL PRICING IS SUBJECT TO APPLICABLE TAXES)

IN CASE OF ILLNESS, A MAKE-UP DAY OR DAYS ON AN ALTERNATIVE CAMP WEEK WILL BE OFFERED. THERE IS NO REFUND OR PRO-RATE IF ANOTHER DAY IS UNAVAILABLE OR YOU CHOOSE NOT TO SCHEDULE AN ALTERNATE DAY.

BALANCE DUE IN FULL NO LATER THAN MAY 1. IF NOT PAID IN FULL BY MAY 1, THE CAMPER'S RESERVED SLOT WILL BE CANCELLED AND SOMEONE ON THE WAITING LIST WILL BE GIVEN THE OPPORTUNITY TO SIGN UP. BOOK ON MAY 1 OR AFTER AND PAY FULL PRICE OF \$250 AT TIME OF BOOKING. (NO DISCOUNT, NO DEPOSIT)

IF CANCELLATION IS MADE AT LEAST 14 DAYS BEFORE THE START OF THE CAMPER'S SCHEDULED WEEK, THE CUSTOMER IS ELIGIBLE FOR A 50% REFUND OF THE BALANCE PAID ABOVE THE \$100 DEPOSIT, WHICH IS NON-REFUNDABLE.

PLEASE INITIAL THAT YOU AGREE TO THE ABOVE CANCELLATION POLICY.

PLEASE INITIAL THAT YOU HAVE READ, SIGNED AND AGREED TO ALL THE DOWNLOADS PERTAINING TO KIDS SUMMER DAY CAMP AT KANDI KANE CHRISTMAS TREE FARM.

SUMMER CAMP FEE		\$250
BEFORE CARE (\$75/WK)		
AFTER CARE (\$75/WK)		
BOTH (\$135/WK)		
EXTRA T-SHIRTS (\$15 EACH)	QTY	
\$25 DISCOUNT IF REGISTERED BY APRIL 30		-\$25
TOTAL		

(TAXES WILL BE ADDED TO THE INVOICE TOTAL)

**NON-REFUNDABLE \$100 DEPOSIT IS DUE UPON BOOKING IF DONE BEFORE MAY 1.
AFTER MAY 1, BOOKING IS DUE IN FULL.**

**REMAINING FEES WILL BE INVOICED AFTER APPLICATION AND DEPOSIT ARE RECEIVED AND PAYABLE
IN FULL NO LATER THAN SEVEN DAYS BEFORE SESSION START.**

ALL ACTIVITIES ARE OUTSIDE, SO DRESS APPROPRIATLY.

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

STATE OF TENNESSE

PUBLIC CHAPTER NO. 498

SENATE BILL NO. 2164

**By Tracy, Bunch, Burks, Gresham, Overbey, Ford, Crowe, Faulk,
Southerland, Black**

Substituted for: House Bill No. 1931

By Bone, Ty Cobb, Hawk, Bell, Evans, McDaniel, Harrison, Shipley, Ford, Roach,
Carr

AN ACT to amend Tennessee Code Annotated, Title 43 and Title 70, Chapter 7, relative
to agritourism.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 43, is amended by adding
Sections 2 through 4 as a new, appropriately designated chapter.

SECTION 2. For purposes of this chapter, unless the context otherwise requires:

(1) "Agritourism activity" means any activity carried out on a farm or ranch, eligible for greenbelt classification under Title 67, Chapter 5, Part 10, that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, or harvest-your-own activities, or natural activities and attractions. An activity is an agritourism activity whether or not a participant provides compensation in money or other valuable compensation to participate in the activity. Agritourism activity includes an activity involving any animal exhibition at an agricultural fair, regardless of the location of the fair;

(2) "Agritourism professional" means any person who is engaged in the business of providing one (1) or more agritourism activities, whether or not for compensation;

(3) "Inherent risks of agritourism activity" means those dangers, conditions, or hazards that are an integral part of an agritourism activity including, but not limited to, surface and subsurface conditions; natural conditions of land, vegetation, and waters; the behavior of wild or domestic animals; and ordinary dangers of structures or equipment ordinarily used in farming and ranching operations. Inherent risks of agritourism activity also include the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, including failing to follow instructions given by an agritourism professional or failing to exercise reasonable caution while engaging in an agritourism activity;

(4) "Participant" means any person, other than the agritourism professional, who engages in an agritourism activity; and

(5) "Person" means an individual, fiduciary, firm, association, partnership, limited liability company, corporation, unit of government, or any other group acting as a unit.

SECTION 3. (a) Except as provided in subsection (b):

(1) No agritourism professional shall be liable for injury to or death of a participant resulting solely from the inherent risks of agritourism activities, as long as the warning contained in Section 4(b) is posted as required; and

(2) No participant or participant's representative shall maintain an action against or recover from an agritourism professional for injury, loss, damage, or death of the participant resulting exclusively from any of the inherent risks of agritourism activities.

(b) Nothing in subsection (a) prevents or limits the liability of an agritourism professional if the agritourism professional or any of its agents does any one (1) or more of the following:

(1) Commits an act or omission that constitutes reckless disregard for the safety of the participant, and that act or omission proximately causes injury, damage, or death to the participant;

(2) Has actual knowledge or reasonably should have known of a dangerous condition on the land, facilities, or equipment used in the activity or the dangerous propensity of a particular animal used in such activity and does not make the danger known to the participant, and the danger proximately causes injury, damage, or death to the participant;

(3) Fails to train, or improperly or inadequately trains, employees who are actively involved in agritourism activities and an act or omission of the employee proximately causes injury, damage, or death to the participant;

(4) Intentionally injures the participant; or

(5) Commits any other act, error, or omission that constitutes willful or wanton misconduct, gross negligence, or criminal conduct.

(c) Nothing in subsection (a):

(1) Prevents or limits the liability of an agritourism professional under the product liability provisions in Title 29, Chapter 28; or

(2) Shall be construed so as to negate that assumption of the risk is an affirmative defense.

(d) Any limitation on legal liability afforded by this section to an agritourism professional is in addition to any other limitations of legal liability otherwise provided by law.

SECTION 4. (a)(1) Every agritourism professional shall post and maintain a sign that contains the warning notice specified in subsection (b). The sign shall be placed in a clearly visible location at the entrance to the agritourism location and at the site of the agritourism activity. The warning notice shall consist of a sign in black letters, with each letter to be a minimum of one inch (1") in height.

(2) Every written contract entered into by an agritourism professional for the providing of professional services, instruction, or the rental of equipment to a participant for purposes of engaging in or participating in an agritourism activity, whether or not the contract involves agritourism activities on or off the site of the agritourism activity, shall contain in clearly readable print the warning notice specified in subsection (b).

(b) The signs and contracts described in subsection (a) shall contain the following language or substantially similar language:

WARNING

Under Tennessee law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location or by this agritourism professional if such injury or death results from the inherent risks of the agritourism activity.

Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.

(c) Failure to comply with this section shall prevent an agritourism professional from invoking the privileges of immunity provided by this chapter.

SECTION 5. This act shall take effect July 1, 2009, the public welfare requiring it.

PASSED: June 2, 2009



RON RAMSEY
SPEAKER OF THE SENATE



KENT WILLIAMS, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 23rd day of June 2009



PHIL BREDESEN, GOVERNOR