

FOREST FARMS RELEASE, WAIVER, & INDEMNITY AGREEMENT



In short: Under Virginia law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location 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 when you use your Forest Farms Membership to access the property. Members must sign this liability waiver and assumption of risk form before accessing the property.

The undersigned (hereinafter referred to as “Member”), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as “Forest Farms,” in designated areas in and around 59 Westebbe Lane Fredericksburg, VA 22046 (hereinafter, the “Premises”) and/or to use or come into contact with livestock, machinery, and/or facilities either owned or controlled by Forest Farms LLC, Suds and Buds LLC, or New Columbia Investments LLC (together, hereinafter Forest Farms), and/or to receive rentals, tours, training or instruction (from either the agents or employees of Forest Farms or third-parties), and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or engaging in rental or Agri-Tourism activities, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

Therefore, in exchange for being permitted to enter upon the premises and/or to use or come into contact with livestock, machinery, and facilities owned or controlled by Forest Farms, and/or to rent, tour, received training or instruction from the agents or employees of Forest Farms, Member knowingly and expressly waives Member’s rights to sue Forest Farms, its member,s manager, owners, employees, agents, successorts, heirs, and assigns, for any injury, death, loss, or damage caused to Member, Member’s guests, or to Member’s property, and Member agrees to assume all risks inherent in visiting or otherwise coming in contact with livestock, machinery, and facilities, including, without limitation, the risks of injury, death, loss, or damage to Member or to Member’s property.

By signing this document, Member acknowledges and takes notice of the risks inherent in and intrinsic dangers of agri-tourism and farm rental activities, including:

- (1) the propensity of all livestock and machinery to behave in dangerous ways which may result in injury, harm, or death to persons on or around them;
- (2) the unpredictability of livestock and machinery reactions to sudden movement, sounds, unfamiliar objects, persons, or other animals;

(3) certain hazards such as surface and subsurface conditions;

(4) collisions with other animals and objects;

(5) potential of another person on the property to act in a negligent manner that may contribute to injury, such as failing to control livestock or machinery.

Members expressly agree to assume all such risks and waives all rights to sue for injuries caused by such risks.

THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO MEMBER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF MEMBER, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.1- 796.132B AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA LIABILITY ACTS. IF MEMBER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY MEMBER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND MEMBER'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND MEMBER, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF PARTICIPATING IN AGRI-TOURISM OR RENTAL, OR OTHERWISE COMING INTO CONTACT WITH LIVESTOCK & MACHINERY OR FACILITIES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS FOREST FARMS LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY MEMBER (OR MEMBER 'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY Forest Farms LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Members must comply with all applicable laws and regulations while on the land, including those related to safety, health, and environmental protection. Members must report any accidents, injuries, or incidents that occur on the land to Forest Farms immediately. Members may not hunt without written permission from Forest Farms, proper licensing, and proper permits. No pets are permitted on the land without prior approval and compliance with all relevant laws and regulations.

Member has been advised to wear appropriate hard-soled, heeled footwear at all times while around livestock and machinery, or otherwise coming in contact with livestock & machinery, and

expressly assumes the risk of injury resulting from failure to do so and/or from selecting footwear which does not adequately protect against injury.

Member Signature: _____

Print Name:

Date:

Parent/Legal Guardian Signature: _____

Print Name:

Date: