

**DRY CREEK FARM & RANCH, LLC
CROP MAZE AND PUMPKIN PATCH
RELEASE AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

THE UNDERSIGNED (collectively the "Participant") in consideration of voluntary participation in the Crop Maze & Pumpkin Patch sponsored by Dry Creek Farm & Ranch, LLC, and being aware of the inherent dangers and possibility of injury associated with the Crop Maze & Pumpkin Patch, including without limitation, participation in the Crop Maze, Pumpkin Patch, and any other presentation, performance, program, or activity (collectively the "Activities") made available to the Participant.

A. **I/WE RELEASE AND DISCHARGE** Dry Creek Farm & Ranch, LLC, and the landowner, landlord and tenant, and their owners, members, managers, officers, agents, employees, attorneys, representatives, affiliates, volunteers, trustees, beneficiaries, heirs, successors and assigns, and all of them (individually and collectively "Released Parties") from and against all claims, damages, losses, expenses, and causes of action whatsoever, known or unknown, foreseen or unforeseen, anticipated or unanticipated, or as an expected or unexpected consequence thereof (called "Claims") which could be brought against Released Parties by me/us or on my/our behalf because of accidents, disabilities, personal injuries, property damages, theft, death, or actions of any kind which may hereafter occur to me/us or to my/our property arising out of or in any way related to my/our participation in the Activities, including darkness, inclement weather conditions, encounters with wildlife, animals, reptiles and insects, terrain, and all other risks connected therewith whether stated or unstated herein, expressly waiving SDCL 20-7-11 and any similar law of any state or territory of the United States limited or exempting any type of claim from being completely, totally, and fully released by this release are hereby expressly waived; and

B. **I/WE HOLD HARMLESS and INDEMNIFY** Released Parties from and against all Claims (including reasonable attorney fees and costs of defense) brought against Released Parties because of accidents, personal injuries, property damages, theft, death, or actions of any kind which may hereafter occur to me/us or to my/our property arising out of or in any way related to my/our participation in the Activities, including darkness, inclement weather conditions, encounters with wildlife, animals, reptiles and insects, terrain, and all other risks connected therewith whether stated or unstated herein; and

C. **I/WE CERTIFY AS FOLLOWS:**

1. I/we are of lawful age and legally competent to sign this release and indemnity agreement, except in the event the Participant is a minor child, I/we certify also that I/we are the lawful parent, guardian, or person responsible to supervise the minor Participant and hereby sign this agreement with the minor Participant

intending it to be lawfully binding upon me/us and the minor Participant and his or her heirs, personal representatives, agents, successors and assigns;

2. I/We have carefully read this document, know the contents thereof, and sign the same of my own free will without any inducement, assurance, or guarantee being made to me/us;
3. This release and indemnity agreement shall be binding upon me/us, and my/our heirs, personal representatives, agents, successors and assigns;
4. I/We are aware the Dry Creek Farm & Ranch, LLC, offers no insurance or medical coverage to me/us as the result of any injury that may occur during participation in the Activities;
5. I/We hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness as a result of participation in the Activities; and
6. I/We certify that I/we do not have any physical condition that would interfere with or limit my/our ability to participate in the Activities.
7. I/We intend my/our signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law.

CAUTION: *This is a Release and Indemnity Agreement – read it before signing.*

Dated this ____ day of _____, 20____.

Participant's Printed Name

Participant's Signature

Parent/Guardian/Supervisor's Printed Name
(if Participant is under 18 years of age)

Parent/Guardian/Supervisor's Signature

(IF MORE THAN ONE MINOR PARTICIPANT, ADD THE ADDENDUM SIGNATURE PAGE)
**DRY CREEK FARM & RANCH, LLC, CROP MAZE & PUMPKIN PATCH RELEASE AND
INDEMNITY AGREEMENT ADDENDUM SIGNATURE PAGE**

(The Release and Indemnity Agreement is Fully Incorporated Herein by Reference)

CAUTION: This is a Release and Indemnity Agreement – read it before signing.

Dated this ____ day of _____, 20 ____.

Participant's Printed Name

Participant's Signature

Participant's Printed Name

Participant's Signature

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Participant's Signature

The following Parent/Guardian/Supervisor
Executes this Agreement on behalf of all of the above-named Minor Participants

Parent/Guardian/Supervisor's Printed Name
(if Participant is under 18 years of age)

Parent/Guardian/Supervisor's Signature