

The BESIDE STILL WATERS EVENT VENUE Participation Form

ALL PATRONS AND VISITORS AT THE BESIDE STILL WATERS FARM MUST REVIEW AND SUBMIT THE FOLLOWING. FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION FROM PARTICIPATING AT ALL ATTRACTIONS.

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in boating, swimming, photo shots or any other venue or activity, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in activities at Beside Still Waters Farm, and do hereby release and forever discharge Beside Still Waters Farm, at each and all of their locations of business, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activities, including traveling to and from an event related to these activities.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES AND I AM PARTICIPATING IN THE ACTIVITIES ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THESE ACTIVITIES, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THESE ACTIVITIES, RISKS, INCLUDING TRAVEL TO, FROM AND DURING THESE ACTIVITIES.

I agree to indemnify and hold harmless Beside Still Waters Farm against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Beside Still Waters Farm incurs any of these types of expenses, I agree to reimburse Beside Still Waters Farm.

I acknowledge that Beside Still Waters Farm and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Beside Still Waters Farm. I acknowledge that information regarding my participation at Beside Still Waters Farm may be used by Beside Still Waters Farm and its partners for formal communication, customer retention efforts, and solicitation of renewed patronage.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND PHYSICALLY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Beside Still Waters Farm AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Beside Still Waters Farm FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Beside Still Waters Farm, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I understand that while participating in activities at Beside Still Waters Farm I may come in contact with infectious diseases spread naturally throughout the population. While Beside Still Waters Farm takes precautions to sanitize and disinfect commonly touched surfaces, I acknowledge that Beside Still Waters Farm cannot guarantee that I will not come in contact with commonly spread

diseases. I agree to take practical measures to prevent the spread of disease while at Beside Still Waters Farm, including: covering my cough and sneeze, washing my hands before and after activities to prevent cross contamination, and maintaining proper distancing between myself and other guests. I also purport to Beside Still Waters Farm that I am currently free of symptoms, that would indicate the existence of communicable disease, such as: fever, cough, sore throat, headache, chills, runny nose, etc. If I begin to exhibit such symptoms, I will notify an attendant of The Rush and remove myself from the building. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and Beside Still Waters Farm agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

I willingly submit this form as acknowledgement and agreement to the above waiver of liability.

Your Signature_____

Date_____

Optional: I also claim guardianship to the minors listed below and consent to their participation in all activities at The "Beside Still

Waters Farm event venue. I do so with full knowledge and in agreement with the release of liability hereto provided above for each minor listed below.

Child #1

Child #2

Child #3

Child #4

Child #5

Child #6