

## 4D Farm Liability Release

4D Farm, LLC. Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I agree to the following Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") with 4D Farm, LLC, including all dba's related to 4D Farm, LLC, an Alabama corporation ("4D Farm") as a condition for allowing me entry to participate in any or all of the following: flower fields, pumpkin patch, hayride/wagon ride, obstacle corn maze, family fun area, rides, slides, paintball, orbeez battlefield, apple cannons, and animals. Any of these activities, individually and collectively are referred to in this Agreement as "The Activities."

I also enter into this Agreement on behalf of my children/minor guests and agree that all parts of this Agreement shall apply to them ("I" and "my" shall collectively refer to myself and my children). I acknowledge that by bringing minor guests, I am and agree to be the Responsible Party.

IT IS AGREED TO AS FOLLOWS:

I have requested to participate in any or all of The Activities. I certify that I do not have any physical condition that would interfere with or limit my ability to participate in The Activities.

Risks: I understand there are or may be risks associated with The Activities, whether inherent or due to negligence or carelessness of the persons or entities being released, including the terrain, temperature, weather conditions, other persons at 4D Farm, LLC, temperament of animals, and defective equipment or property. Further, I understand that animals may be temperamental or unpredictable and they may bite/nibble/kick if feeding or petting them or may back up against me pushing me down on the ground or into a fence. I understand participation in The Activities or my connection with participation in The Activities may involve serious bodily injury, including disfigurement or death which may be caused by my own actions, other persons at 4D Farm, LLC, the conditions, terrain, negligence of the Releasees named below, and other risks or conditions not readily foreseeable and I fully assume the risks, costs, damages, liabilities, that I may incur by participating in The Activities or in connection with my participation in the Activities.

Waiver/Release/Indemnification: I, individually and on behalf of my heirs, successors, assignees, executors, hereby voluntarily and knowingly, agree to hold harmless, defend and indemnify 4D Farm, LLC, its owners, officers, directors, shareholders, employees, and agents from any and all liabilities, claims, causes of action, damages, costs, fees, and injuries, including, but not limited to, disfigurement or death arising from or in connection with my participation in the Activities, known or unknown, for whatever reason. These outcomes or injuries may arise out of my own or other's actions, inactions, negligence, or the conditions of the premises. Nonetheless, I assume the risks of my participation in The Activities and all risks in connection with my participation in The Activities, whether known or unknown to me, for whatever reason.

Arbitration: Any dispute or controversy that arises between the parties with respect to this Agreement, if elected by either party, shall be resolved only by means of arbitration, conducted before a panel of three arbitrators in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction; the expense of such arbitration shall be borne by the person signing this Agreement.

By signing below and/or completing this purchase, you, any person in attendance with you, any person receiving ticket, season pass, or other gift (in relation to 4D Farm, LLC) from you, all family, heirs, executors and administrators fully acknowledge receiving advisement of risks and hereby agree to hold harmless and do forever release 4D Farm, LLC, and all related dba's to 4D Farm, LLC, along with its directors, owners, staff, volunteers, vendors, and any affiliates should any issue, injury, illness, or death arise for any reason to yourself, any member of your family, or any person in attendance with you; for all current and future liability related to a visit to 4D Farm, LLC.

Any guest attending our events and entering the facility agrees to our terms, conditions, and waiver.

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

Must be completed for those participants under the age of 18. In consideration of \_\_\_\_\_ ("Minor") being permitted by 4D Farm to participate in its activities and to use its equipment and facilities, I further agree to indemnity and hold harmless 4D Farm from any and all claims which are brought by, or on behalf of minor, and which are in any way connected with such use or participation by minor.

Parent or Guardian \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_