

**AGREEMENT/ WAIVER/ RELEASE OF LIABILITY
AND ASSUMPTION OF LIABILITY CONTRACT**

**PERMANENT LIABILITY RELEASE OF TALKING TREE FARM, LLC
AND ASSUMPTION OF ALL RISK & INDEMNITY AGREEMENT**

I am aware that Agritourism Activities are dangerous including, but not limited to participation in farm activities, tours, classes, and exercise. There are inherent risks to participating in outdoor agritourism activities including, but not limited to, snakes, spiders, insects, bees, scorpions, farm animals, wild animals, tripping or falling due to uneven conditions of the ground, poisonous vegetation, equipment, machinery, fire and gas, burns, and use of sharp objects/ knives, craft tools. I am voluntarily participating in these activities with knowledge of danger involved and hereby agree to accept any and all risk of injury or death. I do hereby unconditionally release from any and all liability for injury to my person and my children (including death) or damage/loss to property arising in any way from my current visit or future visits to TALKING TREE FARM, LLC's property, including, but not limited to such injury or damage that may arise in whole, or in part, from the negligence of any of the above named parties, its agents, officers, managers, employers, attorney, and anyone acting on its behalf. I further agree that in no way is TALKING TREE FARM, LLC liable to me for any injury to my person and my children (including death), any third-parties, or damage/loss to property arising from any activities I engage in on my own property or at other's property that were learned during classes I attended at TALKING TREE FARM, LLC's property.

In the event any suit is instituted against TALKING TREE FARM, LLC or any of its officers, individuals, managers, employees, agents, owners, individuals, and representatives, arising in any way from my negligence, or the negligence of my guests or children, agents, employees, or any other persons using the facility with or without my permission, or the negligence of any parties indemnified, I agree to indemnify and hold TALKING TREE FARM, LLC, its officers, individuals, managers, employees, agents, owners, and representatives harmless from all liability in connection therewith including, but not limited to, its attorney's fees and costs involved in connection with the defense of any such action. I further agree to assume any and all liability for any and all claims which arise during my use or occupation of TALKING TREE FARM, LLC's property or facilities. I expressly agree to assume any and all liability for and to indemnify TALKING TREE FARM, LLC or any of its officers, individuals, managers, employees, agents, owners, and/or representatives for any claims which were caused in whole or in part by their own negligence or their gross negligence or negligence. I further expressly agree to assume all the related expenses arising from TALKING TREE FARM, LLC's negligence or gross negligence as it relates to any claim and/or actions that arise during my use or occupation of TALKING TREE FARM, LLC's property.

I hereby acknowledge that ALL THE ABOVE activities are potentially dangerous and involve the risk of serious injury and/or death and/or property damage.

I hereby assume full responsibility for any risk of bodily injury, death or property damage now and forever arising out of or related to participation in Agritourism Activities, whether foreseen or unforeseen and whether caused by the negligence of TALKING TREE FARM, LLC or otherwise. I hereby separately agree to indemnify and save and hold harmless TALKING TREE FARM, LLC from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation in Agritourism Activities, whether caused by the negligence of TALKING TREE FARM, LLC or otherwise. I further acknowledge that I am responsible for carrying my own epi-pen in the event I have a known allergy (to anything – not just bee stings or insect bites).

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, have had the opportunity to have a lawyer review it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a

completed and unconditional release of all liability to the greatest extent allowed by law, for me and my family.

I further authorize any of the above named parties, their agents, employees, owners and representatives to have the right to use my picture or video production and quotations for publicity and promotional purposes in any manner they desire. All photo/video rights of any kind are reserved by TALKING TREE FARM, LLC.

As a parent or guardian, I am signing this document on behalf of my minor children and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greater extent allowed by law and further agree to indemnify and save and hold harmless TALKING TREE FARM, LLC.

And I further attest that I will abide by all Federal, State, and County laws and rules of TALKING TREE FARM, LLC. In addition, I understand that I am responsible for all my actions and that TALKING TREE FARM, LLC is not responsible for my actions or for the theft or loss of any kind.

AGREEMENT AND WARNING

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF A PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

I further agree that this is a permanent liability release waiver and discharge of myself, assigns, heirs, and next or kin, and indemnity agreement. It shall be considered a continuing release and indemnity agreement, effective for any and all future visits to TALKING TREE FARM, LLC's property and/or other properties.