

## Release of Liability, Assumption of Risk, and Indemnification Agreement

Adult Names & Addresses

#1 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#2 \_\_\_\_\_

\_\_\_\_\_

Children/Minors/Guests Names

#1 \_\_\_\_\_

#2 \_\_\_\_\_

#3 \_\_\_\_\_

#4 \_\_\_\_\_

#5 \_\_\_\_\_

This release of liability, assumption of risk, and indemnification agreement ("Release") is entered into between Nutrient Dense Farm, LLC d/b/a/ Sweet Eats Fruit Farm ("Company"), and the undersigned person(s) ("You").

### Initials

#1 #2

\_\_\_ | \_\_\_ **You must agree to all the terms of this Release to access, use, or enjoy the Farm.**

You agree You are signing this Release in consideration for the right of You and Your Guests to access, use, and enjoy a farm facility operated by the Company and the products, services, and benefits therein (collectively referred to as the "Farm"). You understand and agree that the Company will not allow You or Your Guests to access, use, or enjoy the Farm unless You agree to the terms of this Release.

\_\_\_ | \_\_\_ **You are 18+ years old and Your Guests are authorized to enjoy the Farm with You.**

You represent, warrant and covenant that You are at least 18 years old and that for the Guests named above, (1) You are such Guests' parent(s) or legal guardian(s), or (2) such Guests' parent(s) or legal guardian(s) have given You express authorization to allow such Guests to access, use, and enjoy the Farm with You. "Guests" means any minors and disabled or incompetent adults under Your care and supervision.

\_\_\_ | \_\_\_ **You assume all risks relating to Your and Your Guests' access, use, and enjoyment of the Farm.**

You agree that access, use, and enjoyment of the Farm may present risks of injury and damages to You and Your Guests, including but not limited minor physical injuries such as scrapes or bruises, serious physical injuries and illness such as broken bones, concussion, staph infection and E. coli infection, catastrophic physical injuries such as death or paralysis, property damages, and other losses (both economic and non-economic), and You agree to accept and assume all risks, liabilities, and responsibility for all injuries, illness, health problems, damages, and losses of any type, arising from or relating to Your and Your Guests' access, use, and enjoyment of the Farm.

\_\_\_ | \_\_\_ **You and Your Guests must follow all Farm rules, policies, and instructions.**

You agree that You and Your Guests must obey and comply with all posted instructions, guidelines, rules, and policies on the Farm, as well as the verbal requests and commands of Farm staff (collectively, "Farm Rules"). You agree that You will ensure that Your Guests obey the Farm Rules.

## Release of Liability, Assumption of Risk, and Indemnification Agreement

☐ | ☐ **You agree to waive and release all liability of the Releasees for any and all Claims.**

You agree that the Company is not responsible for any property that is lost, stolen, or damaged. YOU AGREE TO FOREVER RELEASE, DISCHARGE, WAIVE AND RELINQUISH THE COMPANY, THE COMPANY'S OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, COSTS, LIABILITIES, FINES, DEMANDS, DAMAGES, ACTIONS, SUITS, PROCEEDINGS, ASSESSMENTS, JUDGMENTS, EXPENSES, OR LOSSES, WHETHER KNOWN OR UNKNOWN, including reasonable attorneys' fees, expenses, and court costs (collectively referred to as "Claims" or "CLAIMS"), WHATSOEVER ARISING FROM OR RELATING TO YOUR AND YOUR GUESTS' ACCESS, USE, OR ENJOYMENT OF THE FARM, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, AND REGARDLESS OF WHETHER THE NEGLIGENCE OF ANY OF THE RELEASEES MAY HAVE BEEN A PROXIMATE OR CONTRIBUTING CAUSE OF INJURIES, DAMAGES, AND LOSSES SUSTAINED BY YOU OR YOUR GUESTS. HOWEVER, YOU DO NOT AGREE TO WAIVE AND RELEASE THE RELEASEES FOR THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

☐ | ☐ **You agree to indemnify, defend, and hold harmless the Releasees against all Claims.**

YOU AGREE TO INDEMNIFY AGAINST, DEFEND, AND HOLD AND SAVE HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS WHATSOEVER ARISING FROM OR RELATING TO YOUR AND YOUR GUESTS' ACCESS, USE, OR ENJOYMENT OF THE FARM, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, AND REGARDLESS OF WHETHER THE NEGLIGENCE OF ANY OF THE RELEASEES MAY HAVE BEEN A PROXIMATE OR CONTRIBUTING CAUSE OF INJURIES, DAMAGES, AND LOSSES SUSTAINED BY YOU OR YOUR GUESTS.

☐ | ☐ **You agree to arbitrate all disputes and You waive the right to trial.**

YOU WAIVE THE RIGHT TO BRING ANY SUIT OR OTHER CAUSE OF ACTION IN COURT and agree that any dispute relating to You or Your Guests' access, use, and enjoyment of the Farm may only be brought to binding arbitration in Austin, Texas before a single arbitrator. A party seeking dispute resolution through arbitration, will select one arbitrator and will notify the other party of the arbitrator selected. Within fifteen (15) days of receipt of such notice, the other party will either agree to the arbitrator selected or select a second arbitrator and notify the other party of the arbitrator selected. In the latter event, the two selected arbitrators will select a third arbitrator within ten (10) days of receiving notice of the selection of the second arbitrator. The third arbitrator selected will preside over the arbitration, and the other arbitrators selected will be dismissed. If either party or the arbitrator selected by a party fails to select an arbitrator within the time specified, the arbitrator selected by the other party will preside over the arbitration. The arbitrator may authorize the parties to conduct limited discovery under the conditions and to the extent that the arbitrator determines to be reasonably necessary for the efficient and equitable resolution of the dispute. Reimbursement of legal expenses and related costs of any arbitration will be awarded to the prevailing party.

Agreed, Executed, and Effective as of the Effective Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_.

\_\_\_\_\_  
Adult #1 Signature

\_\_\_\_\_  
Adult #2 Signature