

Family Education Days Release of Liability, Assumption of Risk, and Indemnification Agreement

This release of liability, assumption of risk, and indemnification agreement ("Release") is entered into between Family Education Days, and the undersigned person(s) ("You" and "User"). You must agree to all the terms of this Release in order for your child/student to participate in the activity, which is Shadow Creek Pumpkin Farm. Please initial each blank below and sign at the bottom of the form.

_____ You agree You are signing this Release, in consideration for the right of child/student to access, use, and enjoy Shadow Creek Pumpkin Farm and all of the activities therein and will not hold Family Education Days responsible for any misuse or injury as a result of products, services, or activities provided by Shadow Creek Farm.

_____ You represent, warrant and covenant that You are at least 18 years old, and your child/student is authorized to participate and enjoy Shadow Creek Farm with Family Education Days.

_____ You are aware that your child/student might be photographed and/or videotaped during his/her participation at Shadow Creek Pumpkin Farm and authorize such photographs and/or videotapes to be used by Shadow Creek Pumpkin Farm. Family Education Days also reserves the right to photograph and or videotape as well and use the material in different promotional capacities.

_____ You give consent to Family Education Days and its Representative(s) on the day of the outing to Shadow Creek Pumpkin Farm for any emergency medical needs that may arise. You consent to give permission to the Family Education Days Representative(s) to treat or make emergency medical decisions if they deem it medically necessary.

_____ You consent for the Shadow Creek Pumpkin Farm employees and to emergency medical personnel to treat him/her if they deem it to be medically necessary. You authorize Shadow Creek Pumpkin Farm employees and subcontractors to secure such medical advice and services as they feel necessary for User's health or well-being.

_____ You agree to accept all financial responsibility for any medical expenses and/or loss of income that results in your child/students participation in, or use of, the facilities and/or

activities at Shadow Creek Pumpkin Farm and will not hold Family Education Days liable or financially responsible.

_____ You understand that Shadow Creek Pumpkin Farm activities are, by their nature, physically and emotionally demanding, and that participating in these activities may involve risks such as walking, bending, twisting, pulling, lifting, running, jumping, climbing, swinging, increased heart or breath rates and/or physical contact with others. You will not hold Family Education Days or its Representative(s) responsible or liable.

_____ You agree that access, use, and enjoyment of Shadow Creek Pumpkin Farm may present being subjected to risks of injury, harm and/or damages, to child/student, including but not limited to 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, unforeseen harm (mental and/or emotional damage) and other losses (both economic and non-economic) and you will not hold Family Education Days or its Representative(s) responsible or liable.

_____ You agree to accept and assume all risks, liabilities, and responsibility for all injuries, illness, health problems, emotional problems, mental problems, damages, and losses of any type, arising from or relating to child/student access, use, and enjoyment of Shadow Creek Pumpkin Farm. You will not hold Family Education Days or its Representative(s) responsible or liable.

_____ You understand that Shadow Creek Pumpkin Farm staff have the right to deny participation in activities, should they deem there is a safety or health concern. You will not hold Family Education Days responsible for this call made by the staff at Shadow Creek Pumpkin Farm. You understand and assume all dangers and risks (both known and unknown) associated with your child/student's presence at Shadow Creek Pumpkin Farm and/or any activity sites, and release and discharge Family Education Days along with Shadow Creek Pumpkin Farm and their agents, officers and employees from any and all claims or causes of action arising from such presence or participation. You agree to indemnify and hold harmless Family Education Days as well as Shadow Creek Pumpkin Farm, LLC, its successors or assigns, representative officers, agents and employees for any damage to property and/or injury to person (including death) alleged or claimed to have been caused by or through the use by the User, the Jump Pad, or the condition of the site, and shall indemnify and hold harmless Family Education Days as well as Shadow Creek

Pumpkin Farm, LLC, and its successors or assigns, and the respective officers, agents and employees of Shadow Creek Pumpkin Farm, LLC from and against any and all claim or claims arising out of the use by the User or the condition of the site of the jumping pad, hayride or other activities, and whether or not such claim or claims are based in whole or in part on the negligence or contributory negligence of any one or more of them; the User shall pay, liquidate and discharge any and all claims or demands for personal injury (including death) and for loss of and damage to any and all property caused by growing out of or incidental to the use of the jumping pad or any other activities at the farm, by the User.

_____ You waive the right to bring any suit or other cause of action in court.

_____ Your agreement for your child/student to participate in the outing with Family Education Days to Shadow Creek Pumpkin Farm and the purchase of the ticket, releases Family Education Days, as well as Shadow Creek Pumpkin Farm, from any financial liability due to medical needs, personal or property damages.

_____ Shadow Creek Pumpkin Farm asks that we, Family Education Days adhere to the following rules and by signing you agree that Family Education Days and its Representative(s) reserve the right to enforce the rules stated by Shadow Creek Pumpkin Farm. You and your child/student agree that the child/student will honor the rules or the Family Education Days Representative(s) may remove your child/student, you, from the premises if unwilling to honor the rules.

As the guardian and child/student please read and initial below:

Shadow Creek Rules:

1. You are responsible for Your actions. _____. _____.
2. You must follow all Farm rules, policies, and instructions. _____. _____.
3. Family Education Days and Shadow Creek Pumpkin Farm are not responsible for any lost, stolen, or damaged property. _____. _____.
4. You assume all risks relating to your child/student's use of the Shadow Creek Pumpkin Farm. _____ (parent/guardian initial only).
5. You agree not to sue the Family Education Days as well as Shadow Creek Pumpkin Farm. (parent/guardian initial only).
6. You agree that Family Education Days and Shadow Creek Pumpkin Farm does not issue refunds. (parent/guardian initial only).

Parent/Guardian: _____ **Date:** _____

If signing for yourself, you legally state that you are over the age of 18 and are legally an adult and responsible for your own well being.

Name: _____ **Date:** _____