



PARTICIPANT TERMS, CONDITIONS & LIABILITY RELEASE

Agreement to Use Facilities and Services Provided and Waiver of Liability, Indemnify:

I, the adult individual named below, or as Parent, legal guardian, or otherwise responsible, any heirs personal representative, do hereby WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE HARRIS ESTABLISHMENT FARMS, INC., a Florida corporation, doing business as Harris Establishment Farms, and its agents, employees, officers, directors, affiliates, successors and assigns (collectively, "Harris Farms"), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I, or minor child, may ever had or may have, arising from or in any way related to participation by myself and/or minor child ("Participant") in any of the events or activities conducted by, on the premises of, or for the benefit of Harris Farms. On behalf of Participant and Participant's heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to Participant or Participant's property, that I or Participant may have against Harris Farms, including claims in tort, contract, equity or otherwise.

Participant understands that engaging in any agritourism or related activities, including but not limited to, picking flowers, walking the grounds, participating in wagon rides, or interacting with animals or the playground, can be dangerous activities and that there is risk of property damage, personal injury, or death arising from these activities. Participant knowingly, voluntarily, and freely assumes all such risks, Participant understands the nature of farm activities, and that Participant is qualified, in good health, and in proper physical condition to participate in such activities. Participant also agrees that if at any time Participant believes conditions to be unsafe, Participant will immediately discontinue participation in the activity. Participant assumes any risk and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Harris Farms, including but not limited to using the facility and its equipment in any manner, form or fashion, and participating and / or engaging in any agritourism or related activities, including but not limited to, picking flowers, walking the grounds, or interacting with animals or the playground, or related activities on or off the premises. I agree that I am responsible for the security and safety of my own property and any personal effects I use, bring to or leave at Harris Farms.

Initial I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this WAIVER AND RELEASE freely and voluntarily, under no duress or threat. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to execute this WAIVER AND RELEASE.

On behalf of the Participant(s) under the age of 18 in my group, I am/we are choosing to use the facilities at the Farm at my/our own risk. By signing the WAIVER AND RELEASE, and providing Participant's name and age, I understand and acknowledge for myself and any minor children for which I am the Parent, legal guardian, or otherwise responsible, any heirs personal representative, that I reviewed and accept the following Notice.

NOTICE TO THE MINOR CHILD'S PARENT, LEGAL GUARDIAN, OR ADULT OTHERWISE RESPONSIBLE FOR, ANY HEIRS PERSONAL REPRESENTATIVE:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET THE MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF HARRIS FARMS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THE CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT (OR HAVE BEEN GIVEN PERMISSION BY THE CHILD'S LEGAL GUARDIAN YOU ARE RESPONSIBLE FOR TO GIVE UP THEIR RIGHT) TO RECOVER FROM HARRIS FARMS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND HARRIS FARMS HAS THE RIGHT TO REFUSE TO LET YOU AND THE CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

If Participant is my minor child, I represent that I am the legal guardian of Participant with full capacity to execute this WAIVER AND RELEASE without requiring the consent of any other person. I understand and agree that Harris Farms will rely on my execution of this WAIVER AND RELEASE, and foregoing representations, as a condition to allowing Participant to participate in the activity.

I, the Undersigned, agree to the terms above.

Adult Name Print

Adult Signature

Date

If Participant is a minor child but not my own, I represent that I have received consent from the legal guardian of Participant to execute this WAIVER AND RELEASE. I understand and agree that Harris Farms will rely on my execution of this WAIVER AND RELEASE, and foregoing representations, as a condition to allowing Participant to participate in the activity.

I, the Undersigned, agree to the terms above.

Adult Name Print

Adult Signature

Date

