PARTICIPANT TERMS, CONDITIONS & LIABILITY RELEASE

WARNING

Under Florida law, an agritourism operator is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted at this agritourism location if such injury, death, damage, or loss results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury, death, damage, or loss. You are assuming the risk of participating in this agritourism activity.

Social Media, Video/Photo Release. Notwithstanding any prohibition contained in Section 540.08, Florida Statutes, Participant hereby freely and voluntarily consents to the use and publication of my name, participation, picture, and/or likeness by Harris Farms and/or its employees and/or agents, as well as the entity seeking this consent, and photographs, video and/or audio for any and all purposes including, but not limited to, educational, promotional, advertising, and trade, through any medium or format, including, but not limited to, film, photograph, television, radio, digital, internet, or exhibition. Participant acknowledges that Harris Farms is the sole owner of all rights in, and to, this visual and/or sound production and/or photograph(s) and the recordings, thereof, and that it has the right to use or reproduce the resulting images and/or sound as often as it finds necessary. Participant acknowledges that the photographs, video and/or audio may be used indefinitely by television, radio, newspapers, magazines, newsletters, brochures, Internet, intranet, or in other media once released. Harris Farms has the right, among other things, to edit and/or otherwise alter the visual or sound recording, or photographs, as needed. Participant understands that I will receive no compensation for the appearance of the above-named person or for participation in said productions. Participant agrees to hold the Harris Farms, its employees and other parties harmless against claim, liability, loss, or damage caused by, or arising from, my participation in this production.

Waiver, Indemnity. I, the adult individual named below, or as natural guardian of the minor named below, 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 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.

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. If Participant is my minor child, I represent that I and 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.

If Participant is under the age of 18, Participant's legal guardian(s) must review the following Notice, sign the WAIVER AND RELEASE, and provide Participant's name and age.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR 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 YOUR 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 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 YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

DATE	NAME (FIRST & LAST)	ADULT SIGNATURE	MINOR NAME (FIRST & LAST)	MINOR AGE