

KACKLEBERRY FARMS, LLC.

WAIVER OF LIABILITY, ASSUMPTION OF RISK,

AND INDEMNITY AGREEMENT

I agree to the following Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”) with Kackleberry Farms, LLC., including all dba’s related to Kackleberry Farms, a Michigan corporation (“Kackleberry”) as a condition for allowing me entry to participate in any or all of the following:sunflower fields, zinnia fields, pumpkin yard, hayride/wagon ride, grain train ride, barrel train ride, corn maze, rollers, super mega slide, playground slides, playground structures, apple blasters, barnyard animals including goats, chickens and cattle, bubble barn, apple cannons, paintball gallery, jumping pillows, family fun area including any added attraction/activity not listed above. Any of these activities, individually and collectively are referred to in this Agreement as “The Activities.”

I also enter into this Agreement on behalf of my children/minor guests and agree that all parts of this Agreement shall apply to them (“I” and “my” shall collectively refer to myself and my children). I acknowledge that by bringing minor guests, I am and agree to be the Responsible Party.

MUST BE PRINTED AND LEGIBLE TO BE READ. LIST BELOW EVERYONE ENTERING THE FARM.

Name of Adult Participant	Address of Participant	Phone Number	Child’s Age
Name of Minor Participant			

IT IS AGREED TO AS FOLLOWS:

1. I have requested to participate in any or all of The Activities.
2. I certify that I do not have any physical condition that would interfere with or limit my ability to participate in The Activities.
3. “Risks. I understand there are or may be more risks associated with The Activities, whether inherent or, due to negligence or carelessness of the persons or entities being released, including the terrain, temperature, weather conditions, other persons at Kackleberry Farms, LLC., temperament of animals, and defective equipment of property. Further, I understand that animals may be temperamental or unpredictable and they may bite/nibble/kick if feeding or petting them or may back up against me pushing me down on the ground or into a fence. I understand participation in The Activities or my connection with participation in The Activities may involve serious bodily injury, including disfigurement or death which may be caused by my own actions, other persons at Kackleberry Farms, LLC., the conditions, terrain, negligence of Releasees named below, and other risks or conditions not readily foreseeable and I fully assume the risks, costs, damages, liabilities, that I may incur by participating in The Activities or in connection with my participation in the Activities.”
4. “Waiver/Release/Indemnification. I, Individually and on behalf of my heirs, successors, assignees, executors, hereby voluntarily and knowingly, agree to hold harmless, defend and indemnify Kackleberry Farms, LLC., its owners, officers, directors, shareholders, employees, and agents from any and all liabilities, claims, causes of action, damages, costs, fees, and injuries, including but not limited to, disfigurement or death arising from or in connection with my participation in the Activities, known or unknown, for whatever reason. These outcomes or injuries may arise out of my own or other’s actions, inactions, negligence, or the conditions of the premises. Nonetheless, I assume the risks of my participation in The Activities and all risks in connection with my participation in The Activities, whether known or unknown to me, for whatever reason.”
5. Arbitration. Any dispute or controversy that arises between the parties with respect to this Agreement, if elected by either party, shall be resolved only by means of arbitration, conducted before a panel of three arbitrators in Monroe county in accordance with the rules of the American Arbitration Association then in effect. Judgement may be entered on the arbitrator’s award in any court having jurisdiction; the expense of such arbitration shall be borne by the person signing this Agreement.

I have read this Agreement and understand that I have given up substantial rights by signing it and have signed it freely without any inducement or promises and further understand that it is intended to be construed as broadly as possible as a complete and unconditional release of all liability.

By signing this agreement, I acknowledge that it applies to me, my children listed above and minor guests listed above.

Signature of Participant/Responsible Party

Signature of Participant/Responsible Party

Date

Signature of Participant/Responsible Party

Signature of Participant/Responsible Party

Date

Parental Consent For Field Trips

I, the minor's parent/legal guardian, understand the nature of The Activities and know the minor's experience and capabilities and believe the minor to be qualified to participate. I hereby acknowledge that this assumption of risk, waiver of release and indemnification also extends to the minor child(ren).

Emergency Contact: _____

Phone Number: _____

Field Trip/Party Name _____