

KREIDER FARMS TOURS, LLC - FARM TOUR ASSUMPTION OF RISK AND LIABILITY

WAIVER



I, the undersigned, for myself and my heirs, next of kin, executors, administrators and assigns (or, if noted below, on behalf of my child under the age of 18 or an individual under the age of 18 for whom I am the legal guardian), desire to participate in a farm tour and/or silo climb and/or playground area owned and/or operated by Kreider Farm Tours, LLC or its affiliates. For purposes herein, tour(s), and all actions in connection therewith (e.g., traveling, shuttling, carpooling, walking to silo, etc.), shall be referred to herein as the "Activity".

In consideration of being granted the right to participate in the Activity, I hereby acknowledge and agree as follows:

- I am voluntarily participating in the Activity and assume all risks with respect to the Activity, whether such risks are inherent, seen, unforeseen, or otherwise ("Risks").
- I understand that the Activity (including but not limited to traveling, shuttling, carpooling, walking to silo, climbing stairs, etc.) involves Risks that may cause damages or injury to me, including but not limited to, serious personal injury, trauma, permanent injury, death, pain and suffering, mental and emotional suffering/anguish, property damage, or any other damages ("Damages"). I understand that such Damages may be caused by various reasons, including but not limited to, individual physical condition, weather, negligence and/or misjudgments by the Kreider Parties, carelessness, reckless or criminal actions of other people and other participants.
- I represent that I am physically capable of participating in the silo climb/descend Activity and I am at least 42 inches tall.
- No food, drinks, strollers, or car seats on the tour bus. Keep aisles clear and store diaper bags & bookbags under the seats. Stay seated & wear seatbelts.
- I AGREE TO FOREVER INDEMNIFY, DEFEND AND HOLD HARMLESS THE KREIDER PARTIES FROM AND AGAINST ANY AND ALL DAMAGES RESULTING FROM MY PARTICIPATION IN THE ACTIVITY. I HEREBY WAIVE ANY RIGHT TO PURSUE THE KREIDER PARTIES FOR ANY DAMAGES RESULTING FROM OR ARISING IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.
- I understand that I may be excluded from the Activity at the sole discretion of the organizers of the Activity. This waiver is binding upon my heirs, next of kin, executors, administrators, and assigns. This waiver is meant to be as inclusive and as broad as possible and is allowed by law. If parts of this waiver are deemed unlawful, invalid, or unenforceable, the remainder of this waiver will stay in effect, valid, and fully enforced. This waiver shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws.
- **AGREEMENT AND WARNING: I understand and acknowledge that, except for limited circumstances listed below, an agritourism activity provider is not liable for any injury to or death of a participant resulting from an agritourism activity. I understand that I have accepted all risk of injury, death, property damage and other loss that may result from an agritourism activity. I understand that an agritourism activity provider is not protected from liability if the provider:**
 - (1) Performs an act in a grossly negligent manner and causes injury or damages to a participant.
 - (2) Purposefully causes a participant's injury.
 - (3) Acts or fails to act in a way that constitutes criminal conduct.

- **(4) Recklessly fails to warn or guard against a dangerous condition that causes injury or damages to a participant. A dangerous condition is a condition that creates an imminent and substantial risk of injury or damages to a participant.**

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS WAIVER, AND AM AWARE THAT BY SIGNING THIS WAIVER I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE KREIDER PARTIES.

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