



PARTICIPANT WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

This Waiver, Release, Assumption of Risk, and Indemnification Agreement (“Release”) is voluntarily executed by [redacted] (“Participant”) on [redacted] (“Effective Date”). The Release is pertaining to the use of the premises of Viking Properties SP, LLC as property owner and Hunter Western Limited Partnership as property operator d/b/a Hunter Farms Pumpkin Patch (collectively referred to herein as “Hunter Farms”), a California based corporation located at located at 2985 North Southern Pacific Avenue, Atwater, CA 95301, specifically, my participation in the agritourism activities such as the Corn Maze, Barnyard Bounce, Corn Chute, Time Travel Tractor, Mini Tractors, Hayride, Billykens’ Blasters, Zip-Bee, The Pig Derby and other attractions located at the Hunter Farms premises (“Agritourism Activities”).

I acknowledge and agree that this Release covers and is intended to release and provide other benefits, legal protections, and consideration to Hunter Farms, its agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, assigns, and all other persons or entities acting in any capacity on its respective or collective behalf (“Releasees”).

I acknowledge and agree that participation in the Agritourism Activities, or observation of others participating in the Agritourism Activities has inherent and obvious dangers. These risks include physical or emotional injury, infection with disease or viruses, including, but not limited to, COVID-19, and may include damage to personal property of any or all such persons. I understand that these risks are inherent in the essential qualities of the activities and cannot just be removed without substantially changing the activity. I further agree that this activity is for recreational purposes and completely voluntary.

I agree to participate in the Agritourism Activities in a safe and responsible manner and in accordance with all directions provided, both written and verbal. Further, I agree and understand that participating in the Agritourism Activities while under the influence of drugs, prescription or illegal, and/or alcohol significantly increases the above risks and I assume any risk of participating while under the influence of any drugs and/or alcohol.

BY SIGNING THIS DOCUMENT, I REPRESENT THAT I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS, CAUSES OF ACTION FOR MY LOSS, DAMAGE, ILLNESS, INFECTION, OR INJURY, WHETHER OR NOT KNOWN OR ANTICIPATED, THAT OCCUR WHILE PARTICIPATING IN THE AGRITOURISM ACTIVITIES. I FURTHER UNDERSTAND AND AGREE TO INDMNIFY RELEASEES FOR ANY LIABILITY FOR ANY INJURY, DAMAGE OR LOSSES OF ANY KIND CAUSED BY MY NEGLIGENT OR INTENTIONAL ACTS WHILE PARTICIPATING IN THE AGRITOURISM ACTIVITIES WHILE ON THE PREMISES. THE SIGNATURE BELOW IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE, AND INDEMNIFICATION OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW.

I have read and understand the terms of this Agreement and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers, and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

First Name: [redacted] Last Name: [redacted] DOB: [redacted]
First Name: [redacted] Last Name: [redacted] DOB: [redacted]
First Name: [redacted] Last Name: [redacted] DOB: [redacted]

All such terms, statements, warranties, notices representations, waivers, and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Release on behalf of the above-mentioned minor, I am giving up important legal rights both on behalf of myself and the minor, regarding potential rights and claims against Hunter Farms. I hereby warrant and represent that if I am neither the minor’s parent nor legal guardian, I have been granted the express authority to execute this Release by, and on behalf of, the minor’s parent or guardian.

PARENT OR GUARDIAN INDEMNIFICATION

AS THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF A MINOR OR OTHER INDIVIDUAL, I AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS RELEASEES FOR ANY AND ALL CLAIMS CONNECTED WITH, ARISING OUT OF, OR RESULTING FROM THE MINOR’S USE OF THE HUNTER FARMS PREMISES AND/OR AGRITOURISM ACTIVITIES. THE SIGNATURE BELOW IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE, AND INDEMNIFICATION OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW.

Participant’s Signature: [redacted] Date: [redacted]

I represent that I am 18 years of age or older.
I represent that I have had ample time to read this Release and that I have entered into this agreement voluntarily, freely, under no threat of duress, without inducement, promise, or guarantee being communicated to me.