

FORT CROSS ADVENTURE FARM
PARTICIPANT WAIVER AND RELEASE OF LIABILITY
AND HOLD HARMLESS AGREEMENT

BY VIRTUE OF PURCHASING FROM FORT CROSS ADVENTURE FARM AND/OR BY ENTERING UPON THE PREMISES OF FORT CROSS ADVENTURE FARM, PURCHASER, ON BEHALF OF HIS OR HERSELF AND EVERY MEMBER OF HIS/HER PARTY ("Participant") HEREBY ACKNOWLEDGES AND AGREES, IN RETURN FOR PERMISSION TO ENGAGE IN THE ACTIVITIES PROVIDED BY FORT CROSS ADVENTURE FARM THAT THE USE OF FACILITIES AND/OR EQUIPMENT PROVIDED BY FORT CROSS ADVENTURE FARM, AS WELL AS PARTICIPATION IN ANY ACTIVITY AT FORT CROSS ADVENTURE FARM, EITHER ON PARTICIPANT'S OWN OR UNDER THE INSTRUCTION/SUPERVISION OF FORT CROSS ADVENTURE FARM EMPLOYEES, IS ENTIRELY VOLUNTARY, AT THE SOLE DISCRETION AND JUDGMENT OF THE UNDERSIGNED, AND AT HIS OR HER OWN RISK.

Participant acknowledges and agrees that there are substantial inherent risks, hazards and dangers inherent in participating in activities at Fort Cross Adventure Farm and on or with equipment and/or facilities provided by Fort Cross Adventure Farm. Such risks, hazards and dangers may include, but are not necessarily limited to, lacerations, broken bones, head injuries, injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, and damage to property, and may result from, without limitation, one or more of the following:

- (1) Outdoor and Craft Equipment. Tomahawks, arrows, knives and blades, sharp objects and equipment, tools, blacksmith forges and equipment, cider presses, agricultural equipment.
- (2) Wildlife. Coyotes, mountain lion, poisonous snakes, spiders, insects which may carry diseases such as (without limitation) Lyme disease and West Nile Virus, microorganisms, bacteria and parasites, injured, diseased or startled animals; wild animals; and domestic animals, including any dogs.
- (3) Geography and Weather. Uneven ground, holes, loose ground, rocks, muddy spots and man-made changes to the terrain; standing or running water, sharp brush and branches, trees and/or branches which may fall, landslide, mudslide, rockslide or rockfall and/or earth movement, wildfire, floods, distance or inaccessibility of location from hospital and emergency medical services; exposure to any and all elements of the weather.
- (4) People. Other participants in Fort Cross Adventure Farm activities who may injure you, whether accidentally or intentionally; theft or vandalization of your personal property.
- (5) First Aid. Giving or failing to give emergency medical care or "first aid;" any transportation of or failure to transport you to obtain emergency medical services; the absence of available emergency care; absence of persons trained in cardiopulmonary resuscitation (CPR) and the absence of defibrillators or other emergency devices; equipment, drugs or supplies.

This Waiver and Release of Liability and Hold Harmless Agreement covers, without limitation, all injuries

and property damage which may occur as a result of participant's use of all amenities and equipment provided by Fort Cross Adventure Farm as well as his or her participation in any activity, class, program, training, supervised activity, or instruction, or as a result of the sudden and/or unforeseen malfunctioning of any equipment or facilities.

With this knowledge and understanding, and in consideration of the services and activities provided by Fort Cross Adventure Farm, participant states as follows:

Participant hereby waives, releases, remises, covenants not to sue and forever discharges Fort Cross Adventure Farm and any of its officers, agents and employees, of any and all liability, claims, demands, actions or rights of action, or damages of any kind including, but not limited to those related to, arising from, or in any way connected with participation in Fort Cross Adventure Farm's activities, programs, classes or events, including those allegedly resulting from or in any way related to the negligent acts or omissions of Fort Cross Adventure Farm and/or its officers, agents and/or employees or the malfunction of Fort Cross Adventure Farm's equipment or facilities.

Participant accepts full financial responsibility for any injury to him/herself or to any other participant, whether due to his/her own negligence or not, and agrees to hold harmless and indemnify Fort Cross Adventure Farm and its officers, agents and employees, to the maximum extent provided by law, from any loss, liability, claims, damages or costs, including court costs and attorneys' fees, that they may be sought against Fort Cross Adventure Farm due to his or her participation. Pursuant to California Civil Code section 2782, this obligation to indemnify and hold harmless does not extend to injuries resulting from the sole negligence of Fort Cross Adventure Farm and/or its officers, agents and employees.

Participant understands that this Waiver and Release of Liability and Hold Harmless Agreement shall apply to any and all services and activities at Fort Cross Adventure Farm from this date forward.

Participant certifies that he or she has no medical problems that would increase the risk of illness, injury and/or death as a result of participation in any activity facilitated by Fort Cross Adventure Farm.

If any term or provision of this Agreement is determined to be invalid or unenforceable, that provision shall be deemed severable, and the remainder of this Agreement shall continue in effect.

By making an online purchase or by entering upon the premises, participant is acknowledging and agreeing (or acknowledging and agreeing on behalf of participant's child if under 18) that participant has carefully read and are agreeing to release and discharge Fort Cross Adventure Farm and its officers, agents and employees, from any and all claims, causes of action and damages, and are agreeing voluntarily to give up or waive any right that you may otherwise have to bring a legal action against Fort Cross Adventure Farm and its officers, agents and employees for personal injury or property damage. If any portion of this release shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release shall remain in full force. This release cannot be modified orally.

Participant understands and agrees that no refunds will be made for any admission event, nor will exchange or transfer of credit be allowed unless the event is cancelled at the sole discretion of Fort Cross Adventure Farm. All sales are final. Guests who do not arrive at a scheduled event, for any reason, forfeit any and all prepayments made for an event and will be expected to pay any balance due. No refunds, moreover, will be offered for any Covid or epidemic-related reason(s), so long as the event is not cancelled at the sole discretion of Fort Cross Adventure Farm.

Participant understands and agrees that all rights under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. Participant acknowledges and understands that said section reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Participant acknowledge that participant may hereafter discover claims in addition to the ones released in this document, and participant hereby releases Fort Cross Adventure Farm and its officers, agents and employees for any such unknown and/or unsuspected claims. Notwithstanding Section 1542 of the California Civil Code, this Participant Agreement shall constitute a full release in accordance with its terms. Participant knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledges and agrees that this waiver is an essential and material term of this agreement, and without such waiver the settlement would not have been accepted. Participant represents that he or she has been advised by legal counsel or has been given ample opportunity to be so advised and understand and acknowledge the significance and consequence of this Participant Agreement and of the specific waiver of Section 1542 and other such laws.

NOTICE TO THE MINOR CHILD’S PARENT OR GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN AN ACTIVITY CARRYING INHERENT POTENTIAL RISKS. YOU ARE AGREEING THAT, EVEN IF FORT CROSS ADVENTURE FARM 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 PURCHASING PRODUCTS FROM FORT CROSS ADVENTURE FARM OR BY ENTERING UPON THE PREMISES YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM FORT CROSS ADVENTURE FARM 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 THIS ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FORT CROSS ADVENTURE FARM HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By signing this document, you are agreeing to the terms listed above. Print and bring signed copy.

First & Last Name of Participant:

Signature:

If signing for a minor child, state relationship:

Date:

Contact Phone Number: