

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the right to enter the premises, orchard or field to pick any crop, or use any equipment provided to do so, the undersigned for himself or herself, representatives, relatives, or heirs, and for minor children, acknowledge the risks inherent being in a field or orchard, using agricultural equipment, or disregarding rules established to minimize the risk of injury while doing so.

THEREFORE, THE UNDERSIGNED EXPRESSLY AGREES TO THE FOLLOWING:

1. I will use care when walking in the field recognizing that there may be debris or uneven surfaces. I expressly assume the risk of injury arising out of a condition of soil, the trees, or the crops growing from it, and release any person or entity who is otherwise responsible for these conditions.

2. I have read and understand the general safety instructions and the instructions provided for the safe use of ladders, if ladders are being provided. I will inspect any ladder before I use it. If I have any doubt or question, I will seek assistance from a farm employee before using it. By using it, I accept it as free from defects and expressly assume all risk of injury, however caused, arising out of its use, including but not limited to, injury from tipping or falling, caused by a condition of the ladder, caused by a condition of the soil on which it is placed, caused by how the ladder is positioned or placed, either by myself or others, or caused by act or conduct of mine while on or using the ladder.

3. The undersigned understands that this agreement is intended to be as broad and inclusive as the law of the State of California permits and that if any portion is invalid, it is agreed that the balance shall continue in full force and effect.

4. The undersigned is aware and understands that the activities described above are potentially dangerous. Despite the risk the undersigned acknowledges that participation in these activities is voluntary.

The undersigned for himself or herself, representatives, relatives or heirs, and for my minor children, hereby assumes the risk of use of the premises and equipment provided, covenants not to sue, and agrees to indemnify and hold harmless the owners, managers, their agents and employees, even if actively negligent, from any loss, liability, damage or cost incurred by them.

This waiver of claims includes those claims which may be unknown to the undersigned or which the undersigned does not suspect to exist at this time, and the undersigned hereby expressly waives all rights, benefits, and protections that may be available under California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims that 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.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE DWELLEY FAMILY FARMS LLC. FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY ON THE PREMISES.

NAME _____ DATE _____

SIGNATURE _____

ADDRESS _____

EMAIL _____