

SCARY ROTTEN FARMS

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of _____ being permitted to participate in any
Legibly Print Name

way at Scary Rotten Farms Haunted Attraction hereinafter called, "The Activity," I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue**

- Berry Fresh Farms Inc. T/A Scary Rotten Farms 2 MAFS LLC, its officers and members;
- and the Regents of Scary Rotten Farms Haunted Attraction, its officers and members; from liability from **any and all claims, including negligence**, that result in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Signature of Parent/Guardian

Date

Signature of Participant

Date

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions. 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD 2MAFS LLC, Berry Fresh Farms Inc, T/A Scary Rotten Farms and The Regents of Scary Rotten Farms Haunted Attraction HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the State of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor
Participant's Age (if Minor) _____

Signature of Participant

Date