

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Pond, race, camping, shooting, spectator, or any other activity at Vallie View Farm

In consideration of the services of Vallie View Farm, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "VVF"), I hereby agree to release, indemnify, and discharge VVF, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in, or observation of, obstacle course, personal fitness activities, activities at the Pond, camping, shooting or any other activity entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: obstacle course and all other programs are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in the obstacle course, personal fitness activities, or any other activity at VVF and the potential for: slips and falls; falling from significant heights; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, exertional rhabdomyolysis, or even more severe life threatening injuries; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, heat stroke, and dehydration; equipment failure; drowning or any other known or unanticipated harm including the negligence of myself, other participants or persons who may be present; the possibility of rough terrain; colliding with objects or other people; my own physical condition, and the physical exertion associated with this activity.

Furthermore, VVF employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VVF from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of VVF's equipment or facilities, including such claims which allege negligent acts or omissions of VVF.
4. Should VVF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against VVF, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. COVID-19 or any other illness Assumption of Risk and Liability Waiver: Please understand that despite all the precautions that you, other members, and/or VVF may take, we cannot guarantee your health or safety, and you may still be exposed to COVID-19 or any other infectious disease, including through interactions with other individuals who have COVID-19 or other illnesses.

By completing this form, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against VVF on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I, do hereby give Vallie View Farm, their assigns, licensees, and legal representatives the irrevocable right to use my name, picture, photograph, portraits, visual likeness, or voice in all forms and media in all manners, including photo, film audio and video representations, for non-profit, public purposes, and I hereby waive any right to inspect or approve the finished product that may be created in connection therewith. I have read this release in its entirety and am fully aware and understand its contents.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (Print Minor's name) DOB \_\_\_\_\_ (Minor) being permitted by VVF to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless VVF from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Name of participant / responsible adult: \_\_\_\_\_

Phone: \_\_\_\_\_ DOB \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of participant/responsible adult \_\_\_\_\_ Date \_\_\_\_\_

