

Hellerick's Family Farm, Inc.
5500 North Easton Road Doylestown, (215) 766-8388

ACTIVITY RELEASE AND AGREEMENT NOT TO SUE

**THIS IS A CONTRACT AND AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN.**

I, the undersigned, hereby understand and unconditionally agree, on behalf of myself or, if I am signing this document on behalf of a person who is under the age of eighteen ("Minor"), on their behalf as his/her "Guardian", and my heirs, assigns, personal representatives and estate (or those of the Minor if I am his/her Guardian), to all of the terms set forth in this Release. This Release is for the benefit of Hellerick's Family Farm, Inc. facilities and land/property including, U-Pick Lands, Farm, Agritainment, Agritourism, Festival Lands and Animal Activities (hereinafter "HFF") and their respective directors, officers, employees, trusts and agents.

DESCRIPTION OF THE ACTIVITY. The activities at HFF provide opportunities for adventure recreation. The activities include varying combinations of zip lines, sky bridges, obstacles, elevated walkways, stairs, and hikes on uneven inclining and declining terrain. The aerial activity will begin and end at a point of assembly. Participants will receive orientation and instruction at the assembly point. Participants wear safety harnesses and protective gear at all times.

MEDICAL CONCERNS. Participants must be reasonably fit, must be able to demonstrate the required skill, and be able to understand all instructions prior to participating in any activity. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, prior head, neck, or back injuries or other joint and muscular-skeletal problems may impair the safety and well being of participants during the activities; as may medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the participant to be a danger to themselves and others. Participants with underlying medical problems that put them at greater risk of injury or illness during an activity must carefully consider those risks before choosing to participate, and they must fully inform the staff, in writing, prior to the beginning of the activity. HFF reserves the right to exclude and applicant from participation, for medical, safety, or other reasons. Participants may be exposed to sudden jarring impacts and sudden drops of height along the course.

ACKNOWLEDGEMENT OF RISKS. (*Initial each item below*) IF I DO NOT AGREE WITH THE CONDITIONS BELOW, I WILL NOT USE, AND I WILL NOT LET MY CHILD(REN) USE HFF'S FACILITIES.

_____ I am physically able to safely complete these activities. My participation in this activity(ies) is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

_____ In consideration for using HFF facilities as described above and HFF furnishing services and/or equipment to enable me to participate in activities associated with or enter upon the lands of HFF, their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf I hereby voluntarily agree to release, indemnify, discharge, hold harmless, and covenant not to sue HFF, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and/or estate for any and all claims of liability arising out of their negligence, gross negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity or for being upon the lands of HFF.

_____ I fully understand the Activity or Activities involve(s) risks and dangers of serious bodily injury, including permanent disability, paralysis and death. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity or Activities, the condition(s) in which the Activity or Activities take(s) place. I further recognize and agree to inspect each feature and associated facilities and equipment prior to use and read and obey all signs, and written or verbal rules associated with each Activity. I further agree and warrant that at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity or activities. There may be other risks and economic and social losses either known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation, or that of the minor, in the Activity or Activities.

_____ I fully understand and acknowledge that: (A) activities at HFF have inherent risks, dangers, and hazards and such may exist in my use of HFF property and equipment and my participation in the above mentioned activities, (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; exposure to insect, tick or snake bites, exposure to extreme temperatures and inclement weather, slips and falls, encounters with animals, collisions with other participants or objects, my physical condition, and injury and illness; (C) these risks and dangers may be caused by the negligence or gross negligence of the owners, employees, officers and agents of HFF, the negligence or gross negligence of participants, the negligence or gross negligence of others, accidents, breaches of contract, the forces of nature or other causes. If I choose to participate in HFF activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, misjudgment of a guide or employee, weather, land or course conditions, my ability to participate in the activity, risks of falling from high platforms, stands or towers and such other risks, hazards and dangers that are integral to recreational activities that take place in an outdoor farm or recreational environment; and (D) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or gross negligence or other conduct of the owners, administrators, directors, agents, officers, members, volunteers or employees, other participants, sponsors, advertisers, and if applicable, owner and lessors of premises on which the activity or activities of HFF take place, or by any other person, and that they may arise from foreseeable or unforeseeable causes. In addition, I hereby grant permission to HFF to make and use for promotion or other purposes, photographic or audio records without recourse or compensation to me or anyone else otherwise.

