

JAPAL AG-ED INC DBA – Haunted Hollow Va & Maple Tree Farm VA
8273 Maple Tree Ln
Warrenton Va 20187



BY LAW, AN AGRITOURISM PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN AGRITOURISM ACTIVITIES RESULTING FROM THE INHERENT RISKS OF AGRITOURISM ACTIVITIES.

RELEASE, WAIVER, & INDEMNITY AGREEMENT

The undersigned (hereinafter referred to as "Visitor"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as "Maple Tree Farm", and/or to use or come into contact with livestock, machinery, and/or facilities either owned or controlled by JAPAL AG-ED, INC., (hereinafter the "Corporation"), and/or to receive rentals, tours, training or instruction from the agents or employees of the Corporation, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or engaging in Agritourism activities, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS MAPLE TREE FARM AND/OR TO USE OR COME INTO CONTACT WITH LIVESTOCK, MACHINERY AND FACILITIES OWNED OR CONTROLLED BY THE CORPORATION AND/OR TO RENT, TOUR, RECEIVE TRAINING OR INSTRUCTION FROM THE AGENTS OR EMPLOYEES OF THE CORPORATION, VISITOR KNOWINGLY AND EXPRESSLY WAIVES VISITOR'S RIGHTS TO SUE THE CORPORATION, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO VISITOR OR TO VISITOR'S PROPERTY, AND VISITOR AGREES TO ASSUME ALL RISKS INHERENT IN VISITING OR OTHERWISE COMING IN CONTACT WITH LIVESTOCK, MACHINERY, AND FACILITIES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO VISITOR OR TO VISITOR'S PROPERTY. VISITOR ACKNOWLEDGES THAT VISITOR HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF AGRI-TOURISM & FARM ACTIVITIES, INCLUDING THOSE DANGERS OR CONDITIONS THAT ARE AN INTEGRAL PART OF AN AGRITOURISM ACTIVITY INCLUDING CERTAIN HAZARDS, INCLUDING SURFACE AND SUBSURFACE CONDITIONS; NATURAL CONDITIONS OF LAND, VEGETATION, AND WATERS; THE BEHAVIOR OF WILD OR DOMESTIC ANIMALS; AND ORDINARY DANGERS OF STRUCTURES OR EQUIPMENT ORDINARILY USED IN FARMING AND RANCHING OPERATIONS. INHERENT RISKS OF AGRITOURISM ACTIVITY ALSO INCLUDE THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, INCLUDING FAILING TO FOLLOW INSTRUCTIONS GIVEN BY THE AGRITOURISM PROFESSIONAL OR FAILING TO EXERCISE REASONABLE CAUTION WHILE ENGAGING IN THE AGRITOURISM ACTIVITY.

VISITOR EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO VISITOR AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF VISITOR, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.2-6400, ET SEQ., AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA AGRITOURISM ACTIVITY LIABILITY ACT. IF VISITOR IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY VISITOR'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (I) TO WAIVE THE PARENT'S, GUARDIAN'S, AND VISITOR'S RIGHTS TO SUE THE PARTIES NAMED HEREIN; (II) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND VISITOR, THE RISKS SET FORTH HEREIN, IN ADDITION TO ALL OTHER RISKS OF PARTICIPATING IN AGRI-TOURISM, OR OTHERWISE COMING INTO CONTACT WITH



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LIVESTOCK & MACHINERY OR FACILITIES; AND (III) TO INDEMNIFY AND HOLD HARMLESS THE CORPORATION, ITS SHAREHOLDER, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY VISITOR (OR VISITOR'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY THE CORPORATION, ITS SHAREHOLDER, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Visitor has been advised to wear appropriate hard-soled, heeled footwear at all times, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting footwear which does not adequately protect against injury.

Date: _____ Email address _____ Phone No _____
Required - We will not use for marketing Required - We will not use for marketing

I, the participant signing below, certify that I am 18 years of age or older and if signing below for a minor I am the minor's parent or legal guardian.

Participants Names

Print Name _____ Date of Birth if Minor _____

Participant's Signature OR Parent/Legal Guardian _____

Print Name _____ Date of Birth if Minor _____

Participant's Signature OR Parent/Legal Guardian _____

Print Name _____ Date of Birth if Minor _____

Participant's Signature OR Parent/Legal Guardian _____

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