

Release for Participation

In exchange for participation in any activity (Activity") organized by **Funny Farm Apiaries, LLC**. ("Releasee") located at 17 Oak Road, Mertztown, PA ("Releasee") I hereby agree as follows:

1. I and anyone claiming on my behalf release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I agree to indemnify Releasee against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.
4. This Release for Participation in an Event or Activity ("Release") shall not be in any way construed as an admission by the "Release that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
5. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State/Commonwealth of Pennsylvania.
6. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release.

Agreement and Warning: I understand and acknowledge that, except for limited circumstances listed below, an agritourism activity provider is not liable for any injury to or death of a participant resulting from an agritourism activity. I understand that I have accepted all risk of injury, death, property damage and other loss that may result from an agritourism activity. I understand that an agritourism activity provider is not protected from liability if the provider:

- ***Performs an act in a grossly negligent manner and causes injury or damages to a participant.***
- ***Purposefully causes a participant's injury.***
- ***Acts or fails to act in a way that constitutes criminal conduct.***
- ***Recklessly fails to warn or guard against a dangerous condition that causes injury or damages to a participant. A dangerous condition is a condition that creates an imminent and substantial risk of injury or damages to a participant."***

Release for Participation

Signature of Participant

Date

Printed Name of Participant

Address of Participant

Signature of Parent or Guardian

Date

Printed Name & Address of Parent or Guardian