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.

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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 ad 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,

which the activity or activities of HFF take place,	or by any other person, and that they may	rs, and if applicable, owner and lessors of premises on y arise from foreseeable or unforeseeable causes. In es, photographic or audio records without recourse or
voluntarily agree to release, waive, discharge, hol and all claims, actions or losses for bodily injury, my participation in HFF activities or on HFF properties that I may have presently or in the future for the re-	Id harmless, defend and indemnify HFF at property damage, wrongful death, loss of perty, I specifically understand that I am r negligent acts or other conduct by the own	egal guardian of the undersigned participant hereby nd their owners, agents, officers, and employees from any services or otherwise which arise out of any equipment of eleasing, discharging and waiving any claims or actions hers, agents, officers, or employees of HFF. The venue of HFF or its agents is a party shall be the Court of Common
INTENTION TO EXEMPT AND RELIEVE F WRONGFUL DEATH CAUSED BY NEGLIC AND UNDERSTAND THAT IF (OR ANY MI PROPERTY IS DAMAGED, I AM GIVING U THEY NEGLIGENTLY OR BY SOME OTHER	HFF FROM LIABILITY FOR PERSON GENCE OR GROSS NEGLIGENCE OF NOR ON WHOSE BEHALF I AM SIG JP MY RIGHT TO MAKE A CLAIM OF ER ACT OR OMISSION CAUSE TH I	AND BY SIGNING IT, AGREE IT IS MY NAL INJURY, PROPERTY DAMAGE OR R ANY OTHER CAUSE. I FULLY RECOGNIZE GNING THIS RELEASE), AM HURT, DIE, OR MY OR FILE A LAWSUIT AGAINST HFF EVEN IF EINJURY, DAMAGE OR DEATH. I EXPRESSLY ACCEPTANCE OF THE ABOVE PROVISIONS.
enrollment or participation including the costs of	evacuation, hospitalization, and medical t fy that I have adequate insurance to cover	jury that may result from my, or my minor child's reatment and any sums payable to anyone by reason of any injury or damage I may cause or suffer while injury or damage to myself.
to themselves or to others. HFF may terminate my the safety requirements or the rigors of participation release HFF from any liability if I am prevented f announced requirements for participation in its ac-	y participation in the activity, if it believed ing in the activity, including but not limited from participating in the activity for any re- ctivities and for use of its property at any to instructions of HFF while upon their lands	time and for any reasons that it may deem appropriate. I s or participation in their activities. I also certify that I and
PRINT Participant's Name	Participant's Signature	Date
PRINT Guardian's Name (if under 18)	Guardian's Signature	Date
participate in HFF activities, and I sign this release	se on their behalf. In addition, I give HFF	I have read and voluntarily agreed that said minor may permission to treat said minor in case of illness, injury, ersigned participant or minor, the expenses are the sole
PRINT Witness's Name [or "Name of Company Staff"]	Witness's Signature	Date
	PLEASE PRINT LEGIBL	Y
Participant's Name:	Date of Birth:	
Height W	eight	
Address:		

City:	State:	Zip Code:
Telephone: ()	Email Address:	
Emergency Contact Name:		_Emergency Contact Number :()
Are you pregnant? Yes / No		
Do you have any physical or i	medical conditions v	we should be aware of? Yes / No
(If so, what are they?)		