

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.**

**AGREEMENT AND WARNING:** I understand and acknowledge that, except for the 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 (1) Performs an act in a grossly negligent manner and causes injury or damages to a participant. (2) Purposefully causes a participant's injury. (3) Acts or fails to act in a manner that constitutes criminal conduct. (4) Recklessly fails to warn or guard against dangerous conditions that cause 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

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 activities 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.

I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify HFF and their owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of any equipment or my participation in HFF activities or on HFF property, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of HFF. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which HFF or its agents is a party shall be the Court of Common Pleas of Bucks County Pennsylvania.

**I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE HFF FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST HFF EVEN IF THEY NEGLIGENCELY OR BY SOME OTHER ACT OR OMISSION CAUSE TH EINJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISK. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.**

I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's enrollment or participation including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in HFF activities or on HFF property, or else I agree to bear the costs of such injury or damage to myself.

HFF reserves the right, in its sole discretion, to accept or deny services to any person that its owners, agents, or employees deem a hazard to themselves or to others. HFF may terminate my participation in the activity, if it believes me to be incapable of following the instructions, meeting the safety requirements or the rigors of participating in the activity, including but not limited to, any medical or safety reasons. I specifically agree to release HFF from any liability if I am prevented from participating in the activity for any reason whatsoever. HFF may alter its published or announced requirements for participation in its activities and for use of its property at any time and for any reasons that it may deem appropriate. I hereby agree to follow all rules, regulations, and instructions of HFF while upon their lands or participation in their activities. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities.

\_\_\_\_\_  
PRINT Participant's Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PRINT Guardian's Name (if under 18)

\_\_\_\_\_  
Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_(please initial) As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in HFF activities, and I sign this release on their behalf. In addition, I give HFF permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant.

\_\_\_\_\_  
PRINT Witness's Name

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Date

[or "Name of Company Staff"]

**PLEASE PRINT LEGIBLY**

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

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 medical conditions we should be aware of? Yes / No

(If so, what are they?) \_\_\_\_\_