

### **Waiver of Liability, Assumption of Risk and Indemnity Agreement**

WARNING ! Under South Carolina law, an agritourism professional is not liable for an injury to or the death of a participant in an agritourism activity resulting from an inherent risk associated with the agritourism activity. (Chapter 53, Title 46, Code of Laws of South Carolina, 1976). I, the undersigned, hereby knowingly and voluntarily agree to act as the representative for my party and to agree to the following Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”) with Fromel Farm (“Company”), as a condition for allowing me and my party to be present on the Premises and participate in all or any of the activities offered by Company which may include but are not limited to farm tours and/or feeding of animals and related experiences or activities (the “Activities”) located on the Company’s premises located generally at 116 Stone Dr. Anderson, SC 29625 (the “Premises”). I acknowledge that there are known, unknown, or unanticipated risks involved in my presence as well as the people within my party on Premises and participating in the Activities, and I hereby assume all risk of injury, harm, damage or death in connection with participation in the Activities. I willingly assume the risks associated with participation and accept that there are also risks that may arise due to other participants. I agree that I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any activity offered by Company. It is my responsibility to notify Company of any medical concerns that may impact my well-being and my party’s well-being during the Activities. I agree that Company shall not be liable in any way for damages, injuries, sickness or loss to any person or property as a result of my participation and my party’s participation in the Activities. To the fullest extent permitted by law, I agree to release, indemnify, defend and hold Company, its owner, directors, staff, affiliates, successors, assigns and subsidiaries harmless from any loss, expense, liability, claim or injury, including but not limited to attorney’s fees, arising out of my participation and my party’s participation in activities and classes offered by Company. This release, indemnification, defense and hold harmless obligations shall apply regardless of whether said accident, loss, liability, expense, claim or injury is the result of negligence, recklessness, or otherwise, to the fullest extent permitted by law. I understand and agree I will be held financially responsible for all damages to property and equipment resulting from my participation and my party’s participation in the above, and I knowingly and voluntarily agree to assume such responsibility as a condition to participating in the Activities. I acknowledge that I have read this form thoroughly and in its entirety and fully understand that it is a release of liability, and I hereby execute this agreement without coercion. By signing this Agreement, I am waiving any right I have to bring a legal action or claim of any kind against the Company, its owner, directors, staff, affiliates, successors, assigns and subsidiaries as a result of

participation of any program through Company. I understand that participation in Company's Activities and execution of this form constitutes consent for Company to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that the Agreement shall be governed by, and interpreted in accordance with, the laws of the State of South Carolina. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in South Carolina, and I hereby consent to the exclusive jurisdiction of such courts. The invalidity or un-enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT IT APPLIES TO ME, MY CHILDREN, MINOR GUESTS, AND ANYONE ELSE INVOLVED IN MY PARTY. I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

\_\_\_\_\_  
Name \_\_\_\_\_

(Print name above)

\_\_\_\_\_  
Date