

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Farm Town Fun LLC, their agents, owners, officers, managers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FTF"), I hereby agree to release, indemnify, and discharge FTF, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. As guests of Farm Town Fun, LLC all ticket holders acknowledge their participation in activities which include Corn Maze, Pumpkin Patch, Fire Pits, Kids Straw Maze, Guest Games, and all other activities, entails known and unanticipated risks that could result in physical injury. I have reviewed this agreement with all those who will be using tickets purchased from Farm Town Fun, LLC. All parties understand that such risks are associated with activities at Farm Town Fun, LLC.

The risks include, among other things: slipping and falling; collision with fixed objects or people; equipment failure or operator error; my own physical condition, and the physical exertion associated with this activity. Furthermore, FTF personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. As guests of Farm Town Fun, LLC, all ticket holders expressly agree and promise to accept and assume all of the risks existing in this activity. Participation in this activity is purely voluntary and all ticket holders elect to participate in spite of the risks.
3. As guests of Farm Town Fun, LLC, all ticket holders hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FTF from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FTF's equipment or facilities, **including any such claims which allege negligent acts or omissions of FTF.**
4. Should FTF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, all ticket holders agree to indemnify and hold them harmless for all such fees and costs.
5. All ticket holders certify they have adequate insurance to cover any injury or damage caused or suffered while participating, or else the individual ticket holder agrees to bear the costs of such injury or damage. All ticket holders further certify they are willing to assume the risk of any medical or physical condition they may have.
6. In the event that a ticket holder files a lawsuit against FTF, the ticket holder agrees to do so solely in the state of Utah, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. All ticket holders agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By purchasing tickets and participating in activities at Farm Town Fun, LLC, all ticket holders acknowledge that if anyone is hurt or property is damaged during my (or others whom I have purchased tickets) participation in this activity, I and those who I have purchased tickets on behalf may be found by a court of law to have waived their right to maintain a lawsuit against FTF on the basis of any claim from which ticket holders have released them herein. All ticket holders within this purchase have had sufficient opportunity to read this entire document. All ticket holders have read and understood it, and agree to be bound by its terms. All ticket holders also agree that this document is valid for subsequent visits and participation at FTF.