

**PARTICIPANT AGREEMENT, INDEMNIFICATION,
GENERAL RELEASE AND ASSUMPTION**

**(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR
AND/OR YOUR MINOR'S LEGAL RIGHTS)**

In consideration of being allowed access to and participation in the services and activities, including, but not limited to: ziplines, suspended and elevated walkways bridges, platforms and other structures as well as access to and participation in attractions, including but not limited to, mazes, scare houses, farm animals and farm products and any other activities (collectively "ACTIVITIES") provided by PUMPKIN HOLLOW, LLC and its members, agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (hereinafter collectively "PUMPKIN HOLLOW"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge PUMPKIN HOLLOW on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, descendants, assigns, next of kin, personal representatives and estate, and all other persons and entities from any and all damages, actions, causes of actions, demands, rights, claims, costs, loss of services, expenses, injuries and compensation whatsoever which the undersigned or the undersigned's minor child(ren)/ward(s) now has or which may hereafter accrue on account of or in any way arising out of the participation by the undersigned or the undersigned's minor child(ren)/ward(s) in the ACTIVITIES or the presence or access of the undersigned or the undersigned's minor child(ren)/ward(s) to PUMPKIN HOLLOW'S premises and facilities. The undersigned, for myself, and/or on behalf of my minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider PUMPKIN HOLLOW'S premises and facilities. It is further warranted that such entry into PUMPKIN HOLLOW'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgment that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my minor child(ren)/ward(s). The undersigned, for myself, and/or on behalf of my minor child(ren)/ward(s) hereby represent as follows: (i) that I/we are in good health and in proper physical condition to participate in the ACTIVITIES provided by PUMPKIN HOLLOW; (ii) that I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in the ACTIVITIES provided by PUMPKIN HOLLOW; (iii) that I/we have not been advised against any such ACTIVITIES by a healthcare professional. I agree that it is my sole and exclusive responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in the ACTIVITIES. The undersigned, for myself, and/or on behalf of my minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or PUMPKIN HOLLOW'S website. The undersigned, for myself, and/or on behalf of my minor child(ren)/ward(s), accepts sole and exclusive responsibility for my own conduct and actions, as well as the conduct and actions of my minor child(ren)/ward(s) while participating in the ACTIVITIES, and the condition and adequacy of the facility, equipment and machinery.

(1) ACKNOWLEDGMENT OF RISKS. I understand that my participation and the participation of my minor child(ren)/ward(s) in the ACTIVITIES and our presence on the premises of PUMPKIN HOLLOW involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, my minor child(ren)/ward(s) or to third parties. Such risks include, but are not limited to, the following:

- the risks inherent in the ACTIVITIES, including, but not limited to, slipping and falling, collisions with fixed objects and/or other participants, falling off structures, unexpected failure of equipment, over-exertion and sustaining lacerations or contracting any illnesses from contact with equipment, other participants and/or natural or man-made surfaces;
- the negligent acts or omissions of PUMPKIN HOLLOW or other participants;
- defects in the facilities and premises of PUMPKIN HOLLOW;
- improper or inadequate instruction or supervision regarding the ACTIVITIES or use of the facilities and premises of PUMPKIN HOLLOW;
- the behavior of other participants in the ACTIVITIES;
- accidents or incidents in or about the facilities and premises of PUMPKIN HOLLOW;

and

- first aid, emergency treatment or services rendered or failed to be rendered by PUMPKIN HOLLOW or others.

Possible injuries include, but are not limited to, bruises, sprains, scrapes, contusions, lacerations, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent or partial disabilities, back injuries, neck injuries, paralysis, heart attack, and death. I understand and acknowledge that the preceding list is not complete or exhaustive and that other known or unanticipated risks may also result in injury, death, illness or damage to me and/or my minor child(ren)/ward(s) or to our property.

(2) RELEASE OF LIABILITY: Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue PUMPKIN HOLLOW, including its suppliers, designers, installers and manufacturers of any structures, equipment or material located at PUMPKIN HOLLOW'S facility (all hereinafter referred to as "SUPPLIERS") and agree to hold PUMPKIN HOLLOW and/or SUPPLIERS harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims or causes of action which allege negligent acts and/or omissions committed by PUMPKIN HOLLOW and/or any SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises or while on present on PUMPKIN HOLLOW'S premises or facilities, including, but not limited to, all buildings, structures and parking areas. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of PUMPKIN HOLLOW and/or any SUPPLIERS or third party act or omission.

BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE PUMPKIN HOLLOW FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF PUMPKIN HOLLOW, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT.

_____ INITIAL HERE

(3) INDEMNIFICATION: I understand that the known and unknown risks may be caused in whole or in part by me or my child(ren)/wards own actions or inactions, the actions or inactions of others participating in activities, or the acts, inaction or negligence of PUMPKIN HOLLOW or any SUPPLIERS, and in consideration of being allowed, along with my minor child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in ACTIVITIES in or about the facility, including any such loss due to any negligence of PUMPKIN HOLLOW and any and all SUPPLIERS and agree to indemnify and hold harmless PUMPKIN HOLLOW and all SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by PUMPKIN HOLLOW and all SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against PUMPKIN HOLLOW and all SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments PUMPKIN HOLLOW and all SUPPLIERS incurs in the event of such loss whether caused by the negligence of PUMPKIN HOLLOW or any SUPPLIERS and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless PUMPKIN HOLLOW for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to PUMPKIN HOLLOW or its facility and/or to any and all other persons and entities acting in any capacity on behalf of PUMPKIN HOLLOW.

(4) RELEASE OF RIGHTS TO AUDIO, VIDEO AND PHOTOGRAPHIC IMAGES. I hereby grant PUMPKIN HOLLOW on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) the irrevocable right and permission to photograph and/or record me, my spouse, minor child(ren)/ward(s) in connection with the ACTIVITIES and to use the resulting photographic images, audio or video for all purposes, including advertising and promotional purposes, in any manner and in any media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration, and without any compensation and reimbursement of any kind due to me, my spouse, minor child(ren)/ward(s). On my behalf and on behalf of my spouse, minor child(ren)/ward(s), I waive any right to inspect or approve the use of any such photographic image, audio or video and agree that PUMPKIN HOLLOW is the exclusive owner of all rights, including but not limited to, the copyrights, in and to the photographic images, audio and video and the results and proceeds of such participation hereunder.

(5) CERTIFICATIONS. In order to assist PUMPKIN HOLLOW in effectively providing for the safety of me and my minor child(ren)/ward(s), I certify that:

- I have no knowledge of any health problems that would cause participation in the ACTIVITIES to negatively impact my health or the health of my minor child(ren)/ward(s).
- I and my minor child(ren)/ward(s) possess a sufficient level of physical fitness and skill to safely participate in the ACTIVITIES, and neither I nor my minor child(ren)/ward(s) have any pre-existing physical or medical conditions that might be impacted or worsened by such ACTIVITIES, including, without limitation, pregnancy, orthopedic problems, heart problems or breathing problems.
- I will not use or allow my minor child(ren)/ward(s) to participate in the ACTIVITIES while any of us are under the use of any drugs, alcohol or medications that may impair our physical activities or judgment.
- I agree to follow (and cause my minor child(ren)/ward(s) to follow) all safety rules of PUMPKIN HOLLOW and to alert PUMPKIN HOLLOW'S staff to any rules violations or dangerous behavior of other participants.
- I understand that my failure or refusal to abide by the safety rules of PUMPKIN HOLLOW or by instructions and directions of the staff of PUMPKIN HOLLOW can lead to the immediate revocation of my right to participate in the ACTIVITIES, without any right to refund of any payments made.
- I will notify PUMPKIN HOLLOW before I or my minor child(ren)/ward(s) participate in ACTIVITIES if any of us have been diagnosed with behavior disorders or are taking any behavior modification medications.
- I will inform PUMPKIN HOLLOW immediately if I or my minor child(ren)/ward(s) feel any unusual discomfort while participating in the ACTIVITIES and will immediately stop (or cause my minor child(ren)/ward(s) to stop) participation in the ACTIVITIES.
- I am aware that PUMPKIN HOLLOW may need to end my or my minor child(ren)/ward(s) participation in the ACTIVITIES if my action or the action of my minor child(ren)/ward(s) present a danger to any person.
- I authorize PUMPKIN HOLLOW to secure emergency medical care or transportation for myself or my minor child(ren)/ward(s) if deemed necessary by PUMPKIN HOLLOW and I agree to assume all costs of such medical care and/or transportation.
- I have adequate insurance to cover any injury or damage I and/or my minor child(ren)/ward(s) may cause or suffer while participating in the ACTIVITIES, or if not, I agree to pay all costs and expenses resulting from such injury or damage to myself and/or my minor child(ren)/ward(s).

(6) TERMS OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I and/ or my child(ren)/ward(s) visit PUMPKIN HOLLOW. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Arkansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I understand that this is the entire agreement between the undersigned and PUMPKIN HOLLOW and that it cannot be modified or changed in any way by the representations or statements of PUMPKIN HOLLOW or its employees or agents or by the undersigned. This agreement supersedes any and all previous oral or written promises or agreements between the undersigned and PUMPKIN HOLLOW.

(7) ATTORNEYS' FEES: I promise to indemnify PUMPKIN HOLLOW for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of PUMPKIN HOLLOW, pre-judgment and post-judgment interest shall accrue thereon at the highest rate allowed by Arkansas law.

(8) VENUE AND CONTROLLING LAW: On behalf of myself, and/or on behalf of minor child(ren)/ward(s), I agree and submit to the jurisdiction of the courts of the State of Arkansas and any federal or state court located in Jonesboro, Arkansas in connection with any lawsuits, actions, claims or proceedings arising out of or in relation to any lawsuit, claim or action arising as a result of the participation in ACTIVITIES in or about the facility by myself and/or child(ren)/ward(s) and/or claims asserted by myself and/or child(ren)/ward(s) against PUMPKIN HOLLOW and all SUPPLIERS related to such participation in ACTIVITIES. On behalf of myself, and/or on behalf of my minor child(ren)/ward(s), I further agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right to maintain any action against PUMPKIN HOLLOW on the basis of any claim from which I have released PUMPKIN HOLLOW and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless PUMPKIN HOLLOW and all SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by PUMPKIN HOLLOW and all SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself and/or child(ren)/ward(s) and/or claims asserted by myself and/or child(ren)/ward(s) against PUMPKIN HOLLOW and all SUPPLIERS related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. By my signature below, I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

WARNING: Under Arkansas law, an agritourism activity operator is not liable for the injury or death of a participant in an agritourism activity resulting from the inherent risk of agritourism activities. Inherent risks include without limitation the risk of animals, land conditions, and the potential for you as a participant to act in a negligent way that may contribute to your own injury or death. You are assuming the risk of participating in this agritourism activity.

I certify that I am the parent, legal guardian or authorized agent of the minors listed below and that I have authority to sign this agreement on their behalf. I also certify that the information provided below for each minor participant is true and correct.

Printed Name:

Signature:

Date

D.O.B.

Address:

Phone:

Emergency Contact:

Phone:

Participants Under 18 Years of Age:

Name:

Age: _____

Relationship to Adult Participant:

Name:

Age: _____

Relationship to Adult Participant: