

THE EDGE FARMS EXPERIENCES AND TOURS ASSUMPTION OF RISK AND LIABILITY WAIVER



I, the undersigned, for myself and my heirs, next of kin, executors, administrators and assigns (or, if noted below, on behalf of my child under the age of 18 or an individual for whom I am the legal guardian,) desire to participate in farm related work and/or an observational tour of the farm operated by The Edge Farms, or its affiliates. For purposes herein, such tour, and all actions in connection herewith (e.g., feeding animals, entering areas where animals live or are being kept, carpooling, walking to areas of farm, participating in farm work, etc.) shall be referred to herein as the "Activity".

In consideration of being granted the right to participate in the Activity, I hereby acknowledge and agree as follows:

- I am voluntarily participating in the Activity and assume all risks with respect to the Activity, whether such risks are inherent, seen, unforeseen, or otherwise "Risks".
- I understand the Activity (including, but not limited to feeding animals, entering areas where animals live or are being kept, carpooling, walking to areas of farm, participating in farm work, climbing stairs, etc.) involves risks that may cause damages or injury to me, including but not limited to, serious personal injury, trauma, permanent injury, death, pain and suffering, mental and emotional suffering/anguish, property damage, or any other damages ("Damages.") I understand that such Damages may be caused by various reasons, including but not limited to, individual physical condition, weather, negligence and/or misjudgments by The Edge Farms parties or the Landowners, their heirs, next of kin, executors, administrators and assigns of 565 Fellowship Rd, Chester Springs, PA 19425 and its subdivisions of 585 Fellowship Rd, and 595 Fellowship Rd, and 3225 Horseshoe Trail, Glenmoore PA 19343 (shall be referred to herein as the "Landowners"), carelessness, recklessness or criminal actions of other people or other participants.
- I represent that I am physically capable of participating in the Activity.
- I AGREE TO FOREVER INDEMNIFY, DEFEND AND HOLD HARMLESS THE EDGE FARMS PARTIES, AS WELL AS THE LANDOWNERS FROM AND AGAINST ANY AND ALL DAMAGES RESULTING FROM MY PARTICIPATION IN THE ACTIVITY. I HEREBY WAIVE ANY RIGHTS TO PURSUE THE EDGE FARMS PARTIES OR THE LANDOWNERS FOR ANY DAMAGES RESULTING FROM OR ARISING IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.
- I understand that I may be excluded from the Activity at the sole discretion of the organizers of the Activity. This waiver is binding upon my heirs, next of kin, executors, administrators and assigns. This waiver is meant to be as inclusive and as broad as possible and is allowed by law. If parts of this waiver are deemed unlawful, invalid, or unenforceable, the remainder of this waiver will stay in effect, valid, and fully enforced. This waiver shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws.
- PA Agritourism Act 27, AGREEMENT AND WARNING: I understand and acknowledge that, except for 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

Waiver of Risk & Liability
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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 way that constitutes criminal conduct.
- (4) Recklessly fails to warn or guard against a dangerous condition that causes 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.

- **Photo Release Statement and Permission to Use Photographs or Media:** By signing below, I accept the following: I grant permission for The Edge Farms to use photos, video, or audio recordings taken in connection with the above-identified Activities. I authorize The Edge Farms, its assignees and transferees to copyright, use and publish the same in print and/or electronically. _____ *Only* if you do not agree, write "NO."

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS WAIVER AND I AM AWARE THAT BY SIGNING THIS WAIVER I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE EDGE FARMS, OR THE LANDOWNERS.

NOTE: If signing on behalf of a minor or a care-dependent person, use the below signature line to include & indicate Name and Signature of parent or legal guardian.

Signature	Print Name	Date