

**FLUSHING FARMS LLC  
WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I agree to the following Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") with Flushing Farms, LLC, a Michigan limited liability company ("Flushing Farms") as a condition for allowing me and any minor participants under my supervision entry to participate in any or all of the activities provided at Flushing Farms, including but not limited to pumpkin patch, hayride/wagon ride, corn maze, petting zoo, animal contact, picnic area and other outdoor recreational activities, which are individually or collectively referred to as the "Activities."

I enter into this agreement, individually, and on behalf of my children/Minor Guests and agree all parts of this Agreement shall apply to them. As used in this Agreement "I" and "my" shall collectively refer to myself, my minor children and any other minors under my supervision. I acknowledge and agree that I am the Responsible Party for any minor guests I bring to Flushing Farms.

NAME OF ADULT PARTICIPANT	ADDRESS OF PARTICIPANT	PHONE NUMBER	CHILD'S AGE
NAME OF MINOR PARTICIPANT			

I expressly agree as follows:

1. I have requested to participate in any or all of the Activities.
2. I certify that I, and each minor for which I am the Responsible Party, do not have any physical condition that would interfere with or limit my ability to participate in the Activities.
3. Risks. I understand there are or may be risks associated in the Activities, whether inherent, or due to negligence or carelessness of the persons or entities being released, including the terrain, temperature, weather conditions, participation by other people, temperament of animals, and defective equipment or property. Further, I understand that animals, including customary farm animals, may be temperamental and unpredictable. They may bite/nibble if eating or being petted or otherwise touched, that animals may unpredictably push into people causing them to fall or impact other people or structures. I understand participation in the Activities may involve serious bodily injury, including disfigurement and death which may be caused by my own actions, other participants, the conditions, terrain, negligence of the Releasees named above and other risks or conditions not readily foreseeable. Knowing this, I fully assume all risks, costs, damages that I may incur by participating in the Activities.
4. Waiver/Release/Indemnification. I, individually and on behalf of my heirs, executors, successors, and assigns, hereby voluntarily and fully release, waive, discharge, hold harmless, defend and indemnify Flushing Farms, LLC, its owners, members, officers, employees, agents, including independent contractors, from, against and for any and all liability, claims, causes of action, damages, costs, fees, and injuries, including, but not limited to, death arising from or in connection with my participation in the Activities, known or unknown, foreseeable or unforeseeable, for whatever reason including negligence.
5. Michigan Law. This Agreement is governed by Michigan law and is intended to be as broad and inclusive as possible. This document may only be modified, in writing, signed by an officer of Flushing Farms, LLC. Should any part of this Agreement conflict with Michigan law, only that part in conflict shall be void and the remainder shall remain in full force and effect.

I have read this Agreement and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or promises and further understand that it is intended to be construed as broadly as possible as a complete and unconditional release of all liability on the part of Flushing Farms, LLC.

By signing this agreement, I acknowledge it applies to me, my children listed above and any listed minor guests.

\_\_\_\_\_  
Signature of Participant/Responsible Party

\_\_\_\_\_  
Signature of Participant/Responsible Party

\_\_\_\_\_  
Date

PARENTAL CONSENT

I, the minor's parent/legal guardian, understand the nature of The Activities and know the minor's experience and capabilities and believe the minor to be qualified to participate. I hereby acknowledge that this assumption of risk, waiver of release and indemnification also extends to the minor child(ren).

Emergency contact: \_\_\_\_\_ Phone number: \_\_\_\_\_