

**HONEY ROCK LANDING
U-PICK
WAIVER AND RELEASE OF LIABILITY**

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of U-Pick organized by Honey Rock, LLC, of 2444 Dominguez Canyon Rd, Delta, Colorado, 81416 and/or use of the property, facilities and services of Honey Rock, LLC, I agree for myself and (if applicable) for the members of my family or other minor children participating in the U-Pick activity for which I am the legal authorized guardian (hereafter referred to as "other minors"), to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions given by Honey Rock, LLC, or the employees, representatives or agents of Honey Rock, LLC.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members or other minors, and further release and discharge Honey Rock, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Honey Rock, LLC, whether caused by the fault of myself, my family or other minors, Honey Rock, LLC or other third parties.
- 3. PARTICIPANT RESPONSIBILITY.** I will use care when walking in the field or orchard recognizing that there may be debris or uneven surfaces. I expressly assume the risk of injury arising out of a condition of soil, the trees, or the crops growing from it, and release any person or entity who is otherwise responsible for these conditions. I have read and understand the general safety instructions and the instructions provided for the safe use of ladders and other equipment. I will inspect any ladder before I use it. If I have any doubt or question, I will seek assistance from a farm employee before using it. By using it, I accept it as free from defects and expressly assume all risk of injury, however caused, arising out of its use, including but not limited to, injury from tipping or falling, caused by a condition of the ladder, caused by a condition of the soil on which it is placed, caused by how the ladder is positioned or placed, either by myself or others, or caused by act or conduct of mine while on or using the ladder.
- 4. INDEMNIFICATION.** I agree to indemnify and defend Honey Rock, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Honey Rock, LLC.
- 5. FEES.** I agree to pay for all damages to the facilities of Honey Rock, LLC caused by any negligent, reckless, or willful actions by me or my family or other minors.
- 6. CONSENT.** I, the undersigned, am a parent or legal guardian of the below listed minor(s), and do hereby consent to their participation in the activity of U-Pick, and agree on behalf of the below minor(s) to all of the terms and conditions of this Agreement.

Child(ren)/Minor(s) Responsible For:

First Name: _____ Last Name: _____

First Name: _____ Last Name: _____

First Name: _____ Last Name: _____

First Name: _____ Last Name: _____

First Name: _____ Last Name: _____

First Name: _____ Last Name: _____

7. MEDICAL AUTHORIZATION. In the event of an injury to the above minor(s) during the above described activities in my absence, I give my permission to Honey Rock, LLC or to the employees, representatives or agents of Honey Rock, LLC to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin from the time that the minor(s) enter the property of Honey Rock, LLC and will remain in effect until terminated in writing by the undersigned or when the above described activities are completed. Honey Rock, LLC shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

8. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Colorado law.

9. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Honey Rock, LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

10. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

11. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

12. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

13. EMERGENCY CONTACT. In case of an emergency, please call _____
(Relationship: _____) at _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Participant/Guardian #1: _____ Date: _____

Participant/Guardian #2: _____ Date: _____