

NOTICE RELEASE OF LIABILITY / ASSUMPTION OF RISK / WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT

By Signing This document you are waiving certain legal rights including the right to sue.

In consideration of the being allowed on this property and participating in the activities of K&S Farms and The Field of Terror, and KS Halloween Productions LLC and K & S Farm Management Company LLC, known from here forward as the Host, the Participant and the Participant's parent/legal guardian do hereby agree to the fullest extent permitted by law the following:

- 1) TO WAIVE ALL CLAIMS that they have against the Host arising out of the Participants participation in the activities held on these grounds with the address of 831 Windsor Perrineville Rd, East Windsor, NJ 08520.
- 2) TO ASSUME ALL RISKS of participating at K&S Farms and The Field of Terror even those caused by negligent acts or conduct of the Host, its owners, affiliates, employees, agents and/or officers. The Participant and his/her Parent or Legal Guardian understand that there are inherent risks in participating in the activities at K&S Farms and The Field of Terror which may be foreseen and unforeseen, and include serious physical injury or death.
- 3) TO RELEASE the Host, its owners, affiliates, employees, agents, and officers from all liability for any damage, loss, injury, death or expense that the Participant (or next of Kin) may suffer arising from participation at The Field of Terror and K&S Farms. The Participant and their parent/legal guardian specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host and its owners, affiliates, operators, employees, agents and/or officers, to the fullest extent of the law. However, nothing in this Agreement shall be construed as a release for conduct found to constitute gross negligence or intentional conduct, and
- 4) TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents and/or officers from all liability for any loss, damage, injury, death or expense that the Participant (or next of Kin) may suffer arising from participation in the Activities at K&S Farm and The Field of Terror.

Photography/Video Release

Participant hereby grants to the Host the right to take photographs/videos of the Participant in connection with the activities of K&S Farms and The Field of Terror. Participant hereby agrees that the Host may copyright, use or publish these photos/videos in print or electronically. The Participant hereby agrees that the Host may use such Photographs and videos for any lawful purpose including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant and his/her parent or legal guardian certify that Participant has no physical or mental condition that precludes him/her from participating against medical advice.

The Participant and his/her parents or legal guardian understand that the Participant's participation in the Activities at K&S Farm and The Field of Terror is voluntary. The Participant and his/her parent or legal guardian understand that Participant is obligated to follow the rules of K&S Farms and The Field of Terror and that he/she can minimize the risk of injury by following the rules and through the exercise of common sense and being aware of his/her surroundings.

If, while participating in any of the Activities, the Participant or his/her parent or legal guardian observe any hazard or condition which they believe jeopardizes the Participant's safety, they will remove Participant from the activity and immediately bring said hazard or danger to the attention of the Host. To the extent that any portion of the Agreement is deemed and to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any preceding.

BY CHECKING THIS BOX, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS I AM WAIVING CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.
PARTICIPANT (IF 18 OR OVER) OR PARENT/LEGAL GUARDIAN (IF UNDER 18)

Release Of Liability Assumption Of Risk Waiver Of Claims

PRINT NAME _____

SIGNATURE _____

