

ROBERTS FARMS
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 Matthew L. Roberts and Tracy M. Roberts d/b/a Roberts Farm., including all dba's related to Matthew L. Roberts, Tracy M. Roberts and/or Roberts Farms, both individually and collectively, (collectively "Roberts Farms") as a condition for allowing me entry to participate in any or all of the following: interaction with farm animals, hayride/wagon rides, obstacle corn maze, inflatables, family fun areas and any other similar farm type activity. Any of these activities, individually and collectively are referred to in this Agreement as "The Activities."

I also enter into this Agreement on behalf of my children/minor guests and agree that all parts of this Agreement shall apply to them ("I" and "my" shall collectively refer to myself and my children). I acknowledge that by bringing minor guests, I am and agree to be the Responsible Party.

MUST BE PRINTED AND LEGIBLE TO BE READ. LIST BELOW EVERYONE ENTERING FARM.

Name of Adult Participant	Address of Participant	Phone Number	Child's Age
Name of Minor Participant			

IT IS AGREED TO AS FOLLOWS:

1. I have requested to participate in any or all of The Activities.
2. I certify that I 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 with The Activities, whether inherent or, due to negligence or carelessness of the persons or entities being released, including the terrain, temperature, weather conditions, other persons at Roberts Farms., temperament of animals, and defective equipment of property. Further, I understand that animals may carry certain bacteria or pathogens to which I may be exposed. They may be temperamental or unpredictable and they may bite/nibble/kick and may back up against me and may push me down on the ground or into a fence. I understand that corn is a choking hazard, and I will supervise all children who are in or near corn pits or piles. I understand participation in The Activities, including the use of the inflatables, or my connection with participation in The Activities may involve serious bodily injury, including disfigurement or death which may be caused by my own actions, other persons at Roberts Farms, the conditions, terrain, negligence of the Releasees named below, and other risks or conditions not readily foreseeable and I fully assume the risks, costs, damages, liabilities, that I may incur by participating in The Activities or in connection with my participation in the Activities."
4. "Waiver/Release/Indemnification. I, Individually and on behalf of my heirs, successors, assignees, executors, hereby voluntarily and knowingly, agree to hold harmless, defend and indemnify Roberts Farms, its owners, officers, directors, shareholders, employees, and agents from any and all liabilities, claims, causes of action, damages, costs, fees, and injuries, including, but not limited to, disfigurement or death arising from or in connection with my participation in the Activities, known or unknown, for whatever reason. These outcomes or injuries may arise out of my own or other's, including Roberts Farms actions, inactions, negligence, or the conditions of the premises. Nonetheless, I assume the risks of my participation in The Activities and all risks in connection with my participation in The Activities, whether known or unknown to me, for whatever reason.
5. Exclusive venue for any dispute or controversy that arises between the parties with respect to this Agreement, if initiated by either party, shall be conducted in the Noble Circuit Court, Noble County, Indiana. Roberts Farms shall be entitled to recover its attorney fees in any such litigation. This agreement shall be governed by the internal laws of the State of Indiana without regard to conflict of law principles.

I have read this Agreement and understand that I have given up substantial rights by signing it and have signed it freely 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.

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

Signature of Participant/Responsible Party	Signature of Participant/Responsible Party	Date
Signature of Participant/Responsible Party	Signature of Participant/Responsible Party	Date

Parental Consent For Field Trips

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: _____

Field Trip/ Party Name _____