

# Waiver and Release

Waiver and Release for Pyne Mountain Farm, represented by David, Wesley and Jonah Wittkamper.

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of Pyne Mountain Farm and the use of the property, vehicles, equipment, animals, if any, and facilities, I agree to the following Waiver and Release:

I acknowledge that ATV riding, horseback riding, hiking, fishing, boating or hunting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT WITHOUT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the animal or vehicle to behave in ways that may result in injury, harm, or death to persons on or around them;
2. The unpredictable of the animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or vehicles or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, travel roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Hiking in rugged country;
7. Encounters with wildlife, animals, and insects;
8. Temperature extremes; a
9. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with Pyne Mountain Farm. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF Pyne Mountain Farm WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogate's, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Pyne Mountain Farm, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Pyne Mountain Farm or from some other cause. I, for myself, my heirs, my successors, executors, and subrogate's further agree not to sue Pyne Mountain Farm as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Pyne Mountain Farm.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State and Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_