Flyte Family Farms 2025 Liability Waiver

I, (listed name(s) below), am aware that the activities at Flyte's Fieldstones, including but not limited to—

SUPER SLIDE, TRACTOR/WAGON RIDES, PLAYGROUND, PETTING ZOO, CORN PIT, CORN MAZE, BIKE TRACK, PUMPKIN LAUNCHER, JUMP PAD,

and any other agricultural activities on the property, can pose risks and my participation in said activity is dangerous, physically demanding and hazardous, involving risks of injury or personal property damage.

The risks include, but are not limited to, injury or fatality due to physical stress and exertion, impact to activity structures and exposed objects, slipping, tripping, and falling, sprains, strains, dislocations, bumps, bruises, lacerations, or other injuries and other risks that may not be known.

I understand that PREGNANT WOMEN and individuals with other PHYSICAL CONDITIONS or histories, which include joints, spine, heart, respiratory conditions, circulatory conditions, or other physically limiting conditions should not participate in the SUPER SLIDE, WAGON RIDES, PLAYGROUND, PETTING ZOO, CORN PIT, CORN MAZE, BIKE TRACK, PUMPKIN LAUNCHER, JUMP PAD, or any other agricultural activities on the property.

In consideration for being permitted to participate in these activities I AGREE TO: (1) RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE FLYTES FIELDSTONES or FLYTE FAMILY FARMS, it's Owners, Officers, Employees, Volunteers, Vendors, Participants, etc. (Herein referred to as Releases) for ALL CLAIMS OF LIABILITY for injury or death, property damage or other loss, now or in the future, as a result of my participation in these activities or activities incidental thereto. (2) INDEMNIFY AND HOLD HARMLESS Releasees from all claims of liability for an injury, death, property damage or other loss I incur.

I further acknowledge the dangers in the activities and I voluntarily ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ACCEPT FULL RESPONSIBILITY for injury, death, property damage or other loss. I am free of any medical condition that might create undue risk in me or others. IT IS THE INTENTION OF THIS AGREEMENT TO EXEMPT AND RELIEVE RELEASE FROM LIABILITY AND BAR ANY RIGHT TO SUE RELEASES FOR PERSONAL LOSS, INJURY, OR PROPERTY DAMAGE. I expressly agree that this release and waiver of Liability, Indemnity Agreement and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that, if any portion of the agreements is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I have carefully read this agreement and fully understand its contents. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY TO ALL RELEASES AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP LEGAL RIGHTS. This AGREEMENT shall also bind my heirs, executors, assigns, legal representatives and family members.

NOTICE: A person who observes or participates in an agricultural tourism activity on this property assumes the risks inherent in the agricultural tourism activity. Risks inherent in the agricultural tourism activity may include conditions on the land, the unpredictable behavior of farm animals, the ordinary dangers associated with equipment used in farming operations, and the potential that a participant in the agricultural tourism activity may act in a negligent way that may contribute to injury or death. The agricultural tourism provider is not liable for the injury or death of a person involved in an agricultural tourism activity resulting from those inherent risks."