



KREIDER FARMS TOURS, LLC - SILO OBSERVATION TOUR ASSUMPTION OF RISK AND LIABILITY WAIVER

I, the undersigned, for myself and my heirs, next of kin, executors, administrators and assigns (or, if noted below, on behalf of my child under the age of 18 or an individual under the age of 18 for whom I am the legal guardian), desire to participate in an observation tour of the silo(s) owned and/or operated by Kreider Farm Tours, LLC or its affiliates. For purposes herein, such silo tour(s), and all actions in connection therewith (e.g., traveling, shuttling, carpooling, walking to silos, etc.), shall be referred to herein as the "Activity".

In consideration of being granted the right to participate in the Activity, I hereby acknowledge and agree as follows:

- I am voluntarily participating in the Activity and assume all risks with respect to the Activity, whether such risks are inherent, seen, unforeseen, or otherwise ("Risks").
- I understand that the Activity (including but not limited to traveling, shuttling, carpooling, walking to silos, climbing stairs, etc.) involves Risks that may cause damages or injury to me, including but not limited to, serious personal injury, trauma, permanent injury, death, pain and suffering, mental and emotional suffering/anguish, property damage, or any other damages ("Damages"). I understand that such Damages may be caused by various reasons, including but not limited to, individual physical condition, weather, negligence and/or misjudgments by the Kreider Parties, carelessness, reckless or criminal actions of other people and other participants.
- I represent that I am physically capable of participating in the Activity and I am at least 42 inches tall.
- I AGREE TO FOREVER INDEMNIFY, DEFEND AND HOLD HARMLESS THE KREIDER PARTIES FROM AND AGAINST ANY AND ALL DAMAGES RESULTING FROM MY PARTICIPATION IN THE ACTIVITY. I HEREBY WAIVE ANY RIGHT TO PURSUE THE KREIDER PARTIES FOR ANY DAMAGES RESULTING FROM OR ARISING IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.
- I understand that I may be excluded from the Activity at the sole discretion of the organizers of the Activity. This waiver is binding upon my heirs, next of kin, executors, administrators and assigns. This waiver is meant to be as inclusive and as broad as possible and is allowed by law. If parts of this waiver are deemed unlawful, invalid, or unenforceable, the remainder of this waiver will stay in effect, valid, and fully enforced. This waiver shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS WAIVER, AND AM AWARE THAT BY SIGNING THIS WAIVER I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE KREIDER PARTIES.

Adult Participant #1 Name: _____

Signature: _____ Date: _____

Adult Participant #2 Name: _____

Signature: _____ Date: _____

FAMILY WAIVER FOR MINORS - BY PARENT OR GUARDIAN

In the event that a participant is under the age of consent (18 years of age), then this release must be signed as the parent or guardian, listing each child with you:

Child's Name: _____ Child's Name: _____

Child's Name: _____ Child's Name: _____

Child's Name: _____ Child's Name: _____

Child's Name: _____ Child's Name: _____

Child's Name: _____ Child's Name: _____

Parent/Guardian Name: _____

Relationship to Minor(s): _____

Signature: _____ Date: _____

Emergency Contact (Name/Number): _____

