

SPEARFISH VALLEY PRODUCE CORN MAZE & PUMPKIN PATCH RELEASE AND INDEMNITY AGREEMENT

THE UNDERSIGNED (collectively the "Participant") in consideration of voluntary participation in the Corn Maze & Pumpkin Patch sponsored by Spearfish Valley Produce, LLC, and being aware of the inherent dangers and possibility of injury associated with the Corn Maze & Pumpkin Patch, including without limitation, participation in the corn maze, haunted corn maze, pumpkin patch, hay hop, hay jump, tire park, duck race, bale pets, horse track, corn box, 4-H petting zoo, and any other program or activity made available to the Participant.

A. I/WE RELEASE and DISCHARGE Spearfish Valley Produce, LLC, and the landowner, landlord and tenant, and their owners, members, managers, officers, agents, employees, attorneys, representatives, affiliates, volunteers, trustees, beneficiaries, successors and assigns, and all of them (individually and collectively "Released Parties"), from and against all claims, damages, losses, expenses, and causes of action whatsoever, known or unknown, foreseen or unforeseen, anticipated or unanticipated (called "Claims") which could be brought against Released Parties by me/us or on my/our behalf because of accidents, injuries, damages or death occurring to me/us or to my/our property arising out of or in any way related to my/our participation in the Corn Maze & Pumpkin Patch, including darkness, inclement weather conditions, encounters with wildlife, animals, reptiles and insects, uneven ground, and all other risks connected therewith whether stated or unstated herein, expressly waiving SDCL 20-7-11 and any similar law of any state or territory of the United States limiting or exempting any type of claim from being completely, totally, and fully released by this release are hereby expressly waived; and,

B. I/WE SAVE HARMLESS and INDEMNIFY Released Parties from and against all Claims (including reasonable attorney fees and costs of defense) brought against Released Parties because of accidents, injuries, damages or death occurring to me/us or to my/our property arising out of or in any way related to my/our participation in the Corn Maze & Pumpkin Patch, including darkness, inclement weather conditions, encounters with wildlife, animals, reptiles and insects, uneven ground, and all other risks connected therewith whether stated or unstated herein; and,

C. I/WE CERTIFY AS FOLLOWS:

1. I/we are of lawful age and legally competent to sign this release and indemnity agreement, except in the event the Participant is a minor child, I we/certify also that I/we are the lawful parent, guardian, or person responsible to supervise the minor Participant and hereby sign this agreement with the minor Participant intending it to be lawfully binding upon and me/us and the minor Participant and his or her heirs, personal representatives, agents, successors and assigns;
2. I/we have carefully read this document, know the contents thereof, and sign the same as my own free act and deed;
3. This release and indemnity agreement shall be binding upon me/us, and my/our heirs, personal representatives, agents, successors and assigns; and,
4. I/we are aware the Spearfish Valley Produce, LLC offers no insurance or medical coverage to me/us as the result of any injury that may occur during participation in the Corn Maze & Pumpkin Patch.

CAUTION: This is a Release and Indemnity Agreement -- read it before signing.

Dated this ____ day of _____, 20_____.

Participant's Printed Name

Participant's Signature

Parent/Guardian/Supervisor's Printed Name
(if Participant is under 18 years of age)

Parent/Guardian/Supervisor's Signature