

**WAIVER, RELEASE OF LIABILITY, & COVENANT NOT-TO-SUE**  
**(ADULT)**

1. Old McMicky's Farm, LLC ("Old McMicky's") is a Florida limited liability company that operates activities on property not owned by Old McMicky's.
2. Old McMicky's offers persons the opportunity to participate in activities upon the execution of this Waiver, Release of Liability, & Covenant Not-to-Sue ("Release").
3. I understand and agree that this Release also is applicable to the owner(s) of the real property upon which Old McMicky's operates and/or conducts activities and Old McMicky's landlord(s).
4. I understand and agree that the owner(s) of the real property upon which Old McMicky's operates and/or conducts activities and Old McMicky's landlord(s) are intended third-party beneficiaries to this Release.
5. I UNDERSTAND AND AGREE THAT I AM WAIVING LEGAL RIGHTS BY SIGNING THIS RELEASE.
6. I UNDERSTAND AND AGREE THAT I MAY CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING PRIOR TO EXECUTING THIS RELEASE.
7. I UNDERSTAND THAT I MAY ELECT NOT TO SIGN THE RELEASE, AND THAT OLD MCMICKY'S HAS THE RIGHT TO REFUSE TO LET ME PARTICIPATE IN ALL ACTIVITIES.
8. I understand and agree that Old McMicky's offers a variety of activities in an outdoor setting including but not limited to a pony rides, a hayride, and petting zoo.
9. I understand and agree to my participation in all activities including but not limited to the activities expressly set forth in this Release at Old McMicky's with the understanding that I may sustain injury, harm, or death.
10. I understand and agree to my participation as a passenger, rider, or being in close proximity to the pony rides operated by Old McMicky's, and with the understanding that a pony may behave in ways that may result in injury, harm, or death to persons on or around them and with the further understanding that a pony may be startled by sudden movement, unfamiliar persons, unfamiliar objects, noise or other factors, and may shy suddenly, rear, stop short, bite, buck, kick, run or take other action.
11. I understand and agree to my participation as (1) a passenger, rider, or in close proximity to the pony rides operated by Old McMicky's, and with the understanding that a pony may behave in ways that may result in injury, harm, or death to persons on or around them and with the further understanding that a pony may be startled by sudden movement, unfamiliar persons, unfamiliar objects, noise or other factors, and may shy suddenly, rear, stop short, bite, buck, kick, run or take other action; (2) a passenger or rider in the Hayride Activity operated by Old McMicky's, and with the understanding that the Hayride Activity involves being a passenger or rider in a non-enclosed wagon or structure, with no safety belts or harnesses to secure the passengers or riders, being pulled by a tractor over uneven terrain which may result in uncontrolled movement which have inherent risks including but not limited to falling in the wagon, falling out of the wagon, striking objects, striking persons, and others, which may result in injury, harm, or death to persons by virtue of participation in the Hayride Activity; (3) a participant in the Petting Zoo Activity operated by Old McMicky's, and with the understanding that the Petting Zoo Activity involves

- interacting with animals which have inherent risks including but not limited to animal bites and animal contact which may be undesirable and which may result in injury, harm, or death to persons by virtue of participation in the Petting Zoo Activity.
12. I, and on behalf of my heirs, executors, personal representatives, and administrators, AGREE TO ASSUME ALL THE RISKS, including but not limited to the risks set forth in this Release, relating to my participation in all activities at Old McMicky's.
  13. I, and on behalf of my heirs, executors, personal representatives, and administrators, AGREE NOT TO SUE Old McMicky's, the owner(s) of the real property upon which Old McMicky's operates and/or conducts activities and Old McMicky's landlord(s) (and their respective members, employees, agents, contractors, representatives, successors, and assigns) in relation to all activities at Old McMicky's for any reason whatsoever, including but not limited to the negligence of Old McMicky's, the owner(s) of the real property upon which Old McMicky's operates and/or conducts activities and Old McMicky's landlord(s) (and their respective members, employees, agents, contractors, representatives, successors, and assigns).
  14. I, and on behalf of my heirs, executors, personal representatives, and administrators, AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE Old McMicky's, the owner(s) of the real property upon which Old McMicky's operates and/or conducts activities, and Old McMicky's landlord(s) (and their respective members, employees, agents, contractors, representatives, successors, and assigns), of and from all liabilities, claims, actions, damages, costs or expenses of any nature, arising out of or in any way connected with my participation in the activities at Old McMicky's for any reason whatsoever, including but not limited to the negligence of Old McMicky's, the owner(s) of the real property upon which Old McMicky's operates and/or conducts activities, and Old McMicky's landlord(s) (and their respective members, employees, agents, contractors, representatives, successors, and assigns).
  15. I agree to defend and hold harmless Old McMicky's, the owner(s) of the real property upon which Old McMicky's operates and/or conducts activities, and Old McMicky's landlord(s) (and their respective members, employees, agents, contractors, representatives, successors, and assigns), from any claim by a third-party against Old McMicky's, the owner(s) of the real property upon which Old McMicky's operates and/or conducts activities, and Old McMicky's landlord(s) (and their respective members, employees, agents, contractors, representatives, successors, and assigns) which is based on my actions or inactions.
  16. I authorize Old McMicky's to administer and/or seek medical aid in the event of injury, illness or disease to me at Old McMicky's sole and absolute discretion, and release Old McMicky's from any negligence in the administration or lack of administration of medical aid. I irrevocably waive any objection to the administration of the gratuitous and good faith emergency care or treatment by Old McMickey's in the event of an injury or emergency situation involving me.
  17. I authorize Old McMicky's and its employees, contractors, vendors and agents to photograph, videotape, and record my image and voice for the any purpose including but not limited to instructional, promotional, or commercial use.
  18. I have not relied on any statement or representation not contained in this Release in executing this Release.

19. To the extent that any provision of this Release is deemed unenforceable by a court of competent jurisdiction, said provision shall be severed from the Release and all remaining provisions of the Release shall remain.
20. By my signature below, I represent that I have read, understand and accept the terms of this Release. By my signature below, I further represent that I either consulted with an attorney or made a conscious decision not to consult with an attorney regarding the terms of this Release prior to signing this Release. By my signature below, I represent my intent to legally bind myself, as well as heirs, personal representatives, successors and assigns, to the terms set forth in this Release.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE