

WAIVER, RELEASE OF LIABILITY, & COVENANT NOT-TO-SUE
(NON-COMMERICAL ACTIVITY FOR MINOR)

1. Old McMicky's Farm, LLC ("Old McMicky's") is a Florida limited liability company that operates on both a commercial and non-commercial basis.
2. Old McMicky's operates on a non-commercial basis when Old McMicky's offers a visitor, including but not limited to a minor, the opportunity to participate in activities at Old McMicky's free of charge.
3. Old McMicky's offers children or wards the opportunity to participate in activities at Old McMicky's on a non-commercial basis in consideration for the representations and promises made by the parent or legal guardian of the child or ward in this Waiver, Release of Liability & Covenant Not-to-Sue ("Release").
4. 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).
5. 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.
6. I UNDERSTAND AND AGREE THAT I AM WAIVING LEGAL RIGHTS OF MY MINOR CHILD OR WARD BY SIGNING THIS RELEASE.
7. I UNDERSTAND AND AGREE THAT I MAY CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING PRIOR TO EXECUTING THIS RELEASE.
8. I UNDERSTAND THAT I MAY ELECT NOT TO SIGN THE RELEASE, AND THAT OLD MCMICKY'S HAS THE RIGHT TO REFUSE TO LET MY CHILD OR WARD PARTICIPATE IN ALL ACTIVITIES.
9. 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.
10. I understand and agree to the participation of my child or ward in all activities including but not limited to the activities expressly set forth in this Release at Old McMicky's with the understanding that my child or ward may sustain injury, harm, or death.
11. I understand and agree to the participation of my child or ward, in being (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 my child or ward 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 my child's uncontrolled movement which has inherent risks including but not limited to falling in the wagon, falling out of the wagon, striking objects, striking persons, and 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 my child or ward interacting with animals which has 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. In my capacity as the natural parent and/or legal guardian, I, and on behalf of my child's or ward's heirs, executors and administrators, AGREE TO ASSUME ALL THE RISKS, including but not limited to the risks set forth in this Release, relating to the participation of my child or ward in all activities at Old McMicky's on behalf of my child or ward.
13. In my capacity as the natural parent and/or legal guardian, I, and on behalf of my child's or ward's heirs, executors 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 engaged in by my child or ward 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. In my capacity as the natural parent and/or legal guardian, I, and on behalf of my child's or ward's heirs, executors 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 the participation of my child or ward in 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 child's actions or inactions.
16. In my capacity as the natural parent and/or legal guardian, I authorize Old McMicky's to administer and/or seek medical aid in the event of injury, illness or disease to my child or ward 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 to my child in the event of injury or an emergency situation involving my child or ward.

17. In my capacity as the natural parent and/or legal guardian, I authorize Old McMickey's and its employees, contractors, vendors and agents to photograph, videotape, and record the image and voice of my child or ward 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, my child or ward, as well as my child' heirs, personal representatives, successors and assigns, to the terms set forth in this Release.
21. I represent that I am the natural parent or legal guardian of the minor child,
_____.

PRINTED NAME OF PARENT/LEGAL GUARDIAN

SIGNATURE

DATE