

PUMPKIN PATCH WAIVER

As consideration for being allowed to enter Tom's Adventures Pumpkin Patch and/or participate in any party and/or program and/or event at Tom's Adventures Pumpkin Patch the Purchaser, on his or her behalf, and on the behalf of the Participant(s) accompanying the Purchaser, acknowledges, appreciates, understands, and agrees to the following:

- 1: I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) to execute this agreement on their behalf.
- 2: I acknowledge and understand that there are known and unknown risks associated with participation in Tom's Adventures Pumpkin Patch' activities and the use of the play area, inflatable equipment, and any and all other Tom's pumpkin Patch equipment, including but not limited to the Birthday Parties, Field trip, or Daily Bracelet special, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
- 3: I, for myself and the Participant(s) I purchase/gift/ or "buy-on-behalf", willingly assume all the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.
- 4: I agree that the Participant(s) I purchase/gift/ or "buy-on-behalf", and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any event at Tom's Adventures Pumpkin Patch.
- 5: I, for myself, the Participant(s) I purchase/gift/ or "buy-on-behalf", our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the owner(s) of Tom's Location, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of Tom's Adventures.
- 6: I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.
- 7: I understand that entry, by myself and Participant(s) I purchase/gift/ or buy on behalf, constitutes consent for Tom's Adventures, LLC to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.
- 8: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 9: By Purchasing/Participating in attractions at Tom's Adventures Pumpkin Patch, Daily Bracelet, Birthday Party/Organization/Field Trip Event, or any other type of event you are accepting the payment terms: ANY AND ALL PURCHASES at Tom's Adventures Pumpkin Patch are non-refundable or transferable. Space is not guaranteed in any events unless pre-paid. Space is only held for the exact number of children paid for and additional space is not guaranteed.