



## Peach Cheesecake Ranch Guest Waivers and Releases

This Agreement applies to any and all guests for any time spent at the property now or in the future.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN, WORKING AT, OR VOLUNTEERING at any ACTIVITY OR EVENT any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the property owners, event planners, sponsors, and organizers, of the activity or event which I may participate.

In consideration of my voluntarily choosing to participate at this event, I hereby take action for myself, executors, administrators, heirs, next of kin, successors, and assigns as follows:

A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released from my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, including all establishments visited, and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by negligence or release or otherwise.

I acknowledge that this activity or event may involve a test of a person's physical or mental limits and may carry with it the potential for death, serious injury, and property loss. Peach Cheesecake Ranch will not be held responsible for any missing, broken, or damaged items which become missing, broken, or damaged before, during, or after

time spent on the property. Risks may include, but are not limited to those caused by FACILITY, WEATHER, CONDITION OF PARTICIPANTS, BUS OR OTHER TRAVEL VESSELS, EQUIPMENT, CONSUMED FOOD, CANNABIS AND/OR ALCOHOL, actions of other people, including, but not limited to, participants, volunteers, spectators, event officials, and/or producers of the event, and lack of hydration.

I understand that the inside, outside, and surrounding areas of Peach Cheesecake Ranch, by their very nature, include certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks of injury vary but could be caused by steep hills, blackberry bushes, falling off the deck, slipping, getting hurt playing horseshoes or another outdoor game, allergies to food/dogs/trees/any additional allergens, or being burned by a spark or fire at the fire pit. I understand and appreciate these and other risks that are inherent in being a guest at Peach Cheesecake Ranch. I hereby assert that my presence and participation is voluntary and that I knowingly assume all such risks. I further understand that I am ultimately responsible for my own safety.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this activity or event, NOT AT THE COST OF THE OWNERS OF THE PROPERTY.

I understand that at this event or related activities, I may be photographed and/or videoed. I agree to allow my photo, video, film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

I ATTEST THAT I HAVE READ, UNDERSTAND, AND AGREE TO THIS DOCUMENT AND ALL TERMS AND CONDITIONS HEREIN.

Signature\_\_\_\_\_ Date\_\_\_\_\_

Printed Name\_\_\_\_\_

**COVID-19 RELATED ASSUMPTION OF RISK, RELEASE, AND WAIVER OF**

## LIABILITY AGREEMENT

COVID-19 has been declared a worldwide pandemic by the World Health Organization. It is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing of 6 feet or more. Company cares deeply about the health and safety of guests, Guest's family, friends, and guests. While Company has put in place several preventative measures including but not limited to the implementation of this agreement, Company cannot guarantee that Guest or any of Guest's vendors or guests will not become infected with COVID-19. Further, Guest acknowledges and agrees that by having a public event with attendees, the risk of anyone involved contracting COVID-19 increases. Guests acknowledge that each county and city may have specific requirements relating to events. Guests agree to follow these requirements and acknowledge that the nature of the times we are in, they may change at any point, necessitating changes in event procedures. If a Guest is violating a current requirement, rule, regulation, or order, whether it be intentional or not, they shall assume the responsibility and liability of the risks that come with holding the event.

By signing this agreement, Guest acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that any of the aforementioned people present may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The risk of becoming exposed to or infected by COVID-19 at the event, event rehearsal, or any other related gatherings in which there is close contact related to Company's services, involve presently known dangers. Company and Company's employees, contractors, agents, and representatives have the right to wear any and all protective equipment or clothing they personally deem to be appropriate for their health, safety, and related concerns.

Guests are solely responsible for inspecting, cleaning, and making sanitary any and all spaces, surfaces and items. Guest voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury to anyone involved to themselves or others in attendance (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that they may experience or incur in connection with having an event during this time. Guest hereby releases, covenants not to sue, discharges, and holds harmless the Company, their employees, contractors, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Guests understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Company, their employees, contractors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in their event or event related gatherings.

Should Guest decide to postpone their originally scheduled event to a date when current local and/or state orders or ordinances require otherwise, Guest acknowledges that any and all liability relating to this is solely and entirely Guest's responsibility. Moreover, if Company faces any liability for providing services during a time or location when the aforementioned regulations are still in play, Guest shall reimburse Company for any related costs faces based on this violation (ie. citation costs, attorney or court fees). Should any of the aforementioned precautions not be followed and/or there be a reasonable belief that safety and health are compromised, Company and Company's employees, contractors, agents, and representatives have the right to leave the event at any time. If the decision to leave could have been prevented or the issue of concern remedied by the Guest before, during, or after the occurrence causing the desire to leave, Company shall receive not only payment prorated to the time of departure but the entire contractual total.

**Company**

Signature\_\_\_\_\_

Date\_\_\_\_\_

Printed Name

**Guest**

Signature\_\_\_\_\_

Date\_\_\_\_\_

Printed Name\_\_\_\_\_