

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of short term rental and farm stay organized by Carrie and Christopher Wojnar and Havenfield Acres Farm, of 2039-2049 Nashville Highway, Columbia, Tennessee, 38401 and/or use of the property, facilities and services of Carrie and Christopher Wojnar and Havenfield Acres Farm, I, _____, of _____, _____, _____, agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Carrie and Christopher Wojnar and Havenfield Acres Farm, or the employees, representatives or agents of Carrie and Christopher Wojnar and Havenfield Acres Farm.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Carrie and Christopher Wojnar and Havenfield Acres Farm for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Carrie and Christopher Wojnar and Havenfield Acres Farm, whether caused by the fault of myself, my family, Carrie and Christopher Wojnar and Havenfield Acres Farm or other third parties.

Under Tennessee law § 43-39-101 , there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location or by this agritourism professional if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.

By acknowledging this waiver, I state that I have read the above Tennessee laws and understand visiting Havenfield Acres Farm or participating in activities at Havenfield Acres Farm may pose risks to my safety, health or property, or the safety, health, or property of those accompanying me to the farm property. I understand any farm activity may be hazardous. The risks include, but are not limited to, being bitten, stepped on, knocked down, kicked, or butted by a cow, pig, horse or other animal, insect bites and stings, falls or spills. I am solely responsible for my safety. All minors that are in my care or custody while at the farm are my responsibility. If I am not the legal guardian, custodial parent, or caregiver to a minor that accompanies me, I am still responsible for their health, safety and welfare while on Havenfield Acres Farm property. It is my responsibility to be aware of any present or past physical, medical, social or psychological

conditions that may increase the risk of illness or injury to me or those in my care. I acknowledge that Havenfield Acres Farm or any agent thereof will not assume any responsibility for my presence or activities associated with the use of this facility and/or any animals at any time. This facility and the agents thereof, provide general rules, instructions and techniques. I have given careful consideration of the general instructions, rules, and techniques suggested by Havenfield Acres Farm staff or volunteers before undertaking, or allowing any minor in my care or custody to undertake any farm activity. I understand that visitors and participants are to stay off fences, gates, ladders, hay stacks, equipment and vehicles unless directly supervised by Havenfield Acres Farm staff. I understand that all animals at Havenfield Acres Farm may act unpredictably. I understand that any fences may be electrified and electric shock will likely occur if fences are climbed or leaned on.

3. INDEMNIFICATION. I agree to indemnify and defend Carrie and Christopher Wojnar and Havenfield Acres Farm against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Carrie and Christopher Wojnar and Havenfield Acres Farm.

4. FEES. I agree to pay for all damages to the facilities of Carrie and Christopher Wojnar and Havenfield Acres Farm caused by any negligent, reckless, or willful actions by me or my family.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Tennessee law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Carrie and Christopher Wojnar and Havenfield Acres Farm has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications

of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. EMERGENCY CONTACT. In case of an emergency, please call _____
(Relationship: _____) at _____ (Day), or _____
(Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

X _____ Date _____
Signed

Print Name

X _____
Representative of Havenfield Acres