

## BLUSHING FIELDS LLC WAIVER AND RELEASE OF LIABILITY

### BLUSHING FIELDS LLC Business Activity or Event: **Flower Event**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN BUSINESS RELATED ACTIVITIES WITH **BLUSHING FIELDS LLC**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of **BLUSHING FIELDS LLC**, from their employees and any dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I understand the inherent risks involved in the activities, both physical and transaction, associated with my relationship with **BLUSHING FIELDS LLC**.

I acknowledge that this Waiver and Release of Liability will be used by **BLUSHING FIELDS LLC** and that it will govern my responsibilities and activities when doing business with **BLUSHING FIELDS LLC**.

In consideration of my ability to engage in activities, of all kinds including transactional or physical, with **BLUSHING FIELDS LLC**, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of **BLUSHING FIELDS LLC** and its employees or agents, for my death, disability, personal injury, property damage, property theft, financial loss or actions of any kind which may hereafter occur throughout my relationship with **BLUSHING FIELDS LLC**.

I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE **BLUSHING FIELDS LLC** from any and all liabilities or claims made as a result of participation in business and events with **BLUSHING FIELDS LLC**, whether caused by the negligence of **BLUSHING FIELDS LLC** or otherwise.

I acknowledge that **BLUSHING FIELDS LLC** and/or its directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

ASSUMPTION OF INHERENT RISKS: I acknowledge that my participation with **BLUSHING FIELDS LLC** may involve activities that carry with it the potential for injury. The risks include but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of an activity. Additional risks include but are not limited to tripping on any debris on the ground that may result in injury, harm, or death to persons including not limited to tripping over drip tape, drip irrigation, hoses, landscape fabric, branches, cement blocks, hortinova netting,

stakes, buckets, t-posts, or crates. The propensity of any animal to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to personal property in their vicinity including but not limited to injury, harm, or death from a dog or dog bite, chicken, deer, fox, raccoon, bee or wasp sting, spider or insect bite.

**MEDICAL TREATMENT:** I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during any activity in which I am a participant.

**PET POLICY:** I understand that the **BLUSHING FIELDS LLC** absolutely does not allow any animals or pets of any kind to be at the farm location at any time. I hereby agree to not bring any animals or pets into the farm and to release and hold harmless **BLUSHING FIELDS LLC** if any animals or pets are brought onto the premises of the Venue, resulting in injury or harm to persons or property.

**SMOKING POLICY:** **BLUSHING FIELDS LLC** facility is a tobacco-free, e-cigarette-free environment.

**RESTRICTED ACCESS:** I understand all restricted areas including but not limited to the chicken coop, front lawn, back lawn, playground area, inside coolers, all flower fields, greenhouses, high tunnels, main house and immediate surroundings, are strictly prohibited and off-limits.

**PHOTOGRAPHY RELEASE:** I understand while in business with **BLUSHING FIELDS LLC**, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the business, its agents and assigns.

The Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I ACCEPT THE TERMS AND CONDITIONS OF MY OWN FREE WILL. THIS DOCUMENT AND ITS CONTENTS ARE VALID FOR THE YEAR OF **2026**.