

**PARTICIPANT AGREEMENT, RELEASE & ASSUMPTION OF RISK,  
WAIVER AND RELEASE OF LIABILITY**

In consideration of the services of Papa's Pumpkin Patch LLP, their agents, owners, officers, managers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PPP"), I hereby agree to release, indemnify, and discharge PPP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I am voluntarily participating in activities on PPP property. I acknowledge that my participation in any activity at PPP entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities.

The risks include, among other things: slipping or falling, collision with fixed objects or people, the exposure to insects, falling off of or being thrown from, falling from significant heights, twists and jolts, strains, sprains, broken bones and musculoskeletal injuries including head, neck, life threatening injuries and back injuries, cuts, abrasions and bruises, cardiac related illness, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, heat stroke and dehydration, the negligence of participants or other persons who may be present, equipment failures or operator error, my own physical condition, and the physical exertion associated with any activity on PPP property.

Furthermore, PPP personnel (as described in the first paragraph) continuously seek safety, but they are not infallible. They might be unaware of a participant's age, fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in all activities located on PPP property. My participation in all activities are purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PPP from any and all claims, demands, or causes of action, which are in any way connected with my participation in all activities on PPP property or my use of PPP equipment or facilities, including any such claims which allege negligent acts or omissions of PPP.

Should PPP or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in any activity on PPP property, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of all medical or physical condition(s) I may have.

In the event I file a lawsuit against PPP, I agree to do so solely in the state of North Dakota, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By my signature, I am assuming responsibility/liability/insurance for all family and friends that I provide tickets to. I acknowledge that if anyone is hurt or property is damaged during our participation in any activity on PPP property, I may be found by a court of law to have waived my right to maintain a lawsuit against PPP on the basis of any claim from which I have released herein. I also agree that my signature is valid for subsequent visits and participation in all activities on PPP property. I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.**