

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK

READ BEFORE SIGNING

If you are signing on behalf of a Minor, you as the adult will be responsible for that Minor.

IN CONSIDERATION of being permitted to participate in the U-Pick Cherry activities, but not limited to, entering, accessing, riding, using equipment such as ladders, and any other activity associated with this UP-Pick event and all other farm activities, I acknowledge and agree that:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of any activity and/or my participation in these activities including the fact that some of the orchard and field surfaces may not be level or stable or that the consumption of cherries is at my own risk (b) my participation in such activities and/or use of such equipment (e.g. ladders) may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Dell’Osso Farms, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume personally for myself and any Minor that I sign for, all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of Dell’Osso Farms LLC or by any other person.

I fully understand and acknowledge that if I am signing for a minor, I will be fully responsible for that minor and that I will keep them from climbing on ladders and or doing anything not specifically allowed at the farm.

I, on behalf of myself (and on behalf of the Minor I am signing for) our personal representatives and our heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Dell’Osso Farms, LLC and it’s owners, agents, officers and employees and any person or entity associated with Dell’Osso Farms LLC from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of participation in the U-Pick event and all other farm activities and equipment. I specifically understand that I and my minor if applicable, are releasing, discharging and waiving any claims or actions that we may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Dell’Osso Farms LLC, DG Properties, or any person or entity associated with Dell’Osso Farms LLC . This waiver is good for activities through 12/31/2022 and all representations I have made shall survive that date.

Name:	Age:	Adult Signature:	Date:
-------	------	------------------	-------

Name:	Age:	Adult Signature:	Date:
-------	------	------------------	-------

Name:	Age:	Adult Signature:	Date:
-------	------	------------------	-------

Name:	Age:	Adult Signature:	Date:
-------	------	------------------	-------

Name:	Age:	Adult Signature:	Date:
-------	------	------------------	-------

Name:	Age:	Adult Signature:	Date:
-------	------	------------------	-------