



ORCHARD ENTRY FORM

Please read and complete the bottom portion of this form prior to entering our orchard.

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of the right to enter the premises, orchard, or field to pick any crop, or use any equipment provided to do so (the "Activity"), the undersigned, for himself or herself, and his or her representatives, relatives, or heirs or assigns, and for the minor children named below for whom the undersigned is the parent or legal guardian, hereby acknowledges the risks inherent to being in a field or orchard, using agricultural equipment, or disregarding the rules established by 3D Cherries, LLC on its premises to minimize the risk of injury while doing so.

THEREFORE THE UNDERSIGNED EXPRESSLY AGREES TO THE FOLLOWING:

- 1) I have had the opportunity to consider and am fully aware of the risks involved and hazards connected with the Activity, and I hereby elect to voluntarily participate in the Activity with full knowledge that said Activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an Activity, whether caused by the negligence of 3D Cherries, LLC and its owners, managers, their agents and employees (collectively, the "Releasees") or otherwise.
- 2) I will use care when walking in the field, recognizing that there may be debris or uneven surfaces. I expressly assume the risk of injury arising out of a condition of the soil, trees, or crops growing from it, and release any person or entity that is otherwise responsible for these conditions.
- 3) I will not use or climb on any ladder, equipment or any other object that is in the orchard. I have read and understand the U-Pick Rules and COVID Policies posted on the premises and agree to follow and abide by them.
- 4) I understand that this agreement is intended to be as broad and inclusive as the law of the State of California permits and that if any portion is invalid, it is agreed that the balance shall continue in full force and effect.
- 5) The undersigned for himself or herself, and his or her representatives, relatives, or heirs or assigns, and for any minor children named below, hereby assumes the risk of use of the premises and equipment provided, and hereby releases, waives, discharges and covenants not to sue, and agrees to indemnify and hold harmless the Releasees, from any loss, liability, damage or cost, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Releasees or otherwise, while participating in the Activity in, on or upon the premises.

In signing below, I acknowledge and represent that I have read the foregoing Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age (unless this form is signed by a Parent/Guardian on behalf of a Minor) and fully competent and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Signature: _____

Date: _____

(Print) Name: _____

Name(s) and Age(s) of Minors: _____
