

ERDENHEIM FARM BARN/FARM VISITORS
AND COVID- 19 WAIVER AND RELEASE

NOTICE: ALL VISITORS TO ERDENHEIM FARM AND ITS OUTBUILDINGS ARE REQUIRED TO READ AND SIGN THIS WAIVER AND RELEASE

I. ACKNOWLEDGMENT OF RISK. As a visitor to Erdenheim Farm (the "Farm"), I acknowledge and understand that there is an inherent risk in a farm operation including, but not limited to, the operation of farm equipment, vehicles and the presence of livestock, horses and other farm animals. I acknowledge and understand that there is always a risk of serious personal injury and damage to property when in the vicinity of farm equipment, vehicles or in the presence of farm animals. I understand that farm animals may behave unpredictably and in ways that may cause injury, harm or death to persons nearby, and acknowledge and understand that conditions exist at the Farm that may be dangerous or hazardous. As a visitor to the Farm, I acknowledge and agree that I am present on the Farm property voluntarily, and I understand and agree to assume all such risks associated with the farm operations at the Farm and my presence on the Farm.

II. COVID-19 ACKNOWLEDGMENT OF RISK. I understand that, as of the date hereof, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I understand and acknowledge that (a) COVID-19 is reported to be extremely contagious and the exact methods of spread and contraction are unknown, (b) evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death, and (c) Farm personnel and, as applicable, the Released Parties (defined below) cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 while visiting the Farm. I understand it is not possible to prevent against the presence of the disease. Accordingly, I understand, acknowledge and agree that I may be exposing myself and/or increasing my own risk of contracting or spreading COVID-19 by entering on to the Farm, and I do so voluntarily.

III. PHOTOGRAPHS. During the time that I am present on the Farm, I understand that I may be photographed, recorded and/or appear in videos with respect to the Farm. I confirm and agree that any such photographs, recordings or videos including, without limitation, those with my likeness, may be used by the Farm in connection with any lawful marketing or promotional purpose without any compensation to me. **In addition, I understand and agree that any photographs, recordings or videos that I make, take or create while a visitor on the Farm shall be used only for personal, non-commercial use, and shall not, in any event, be reproduced or sold, or otherwise used in connection with any commercial activities or shared by me on social media.** I understand that I am not authorized to engage in or undertake any marketing or promotional activities or communications with respect to the Farm or any Farm activities or programs.

IV. RELEASE. I hereby waive, release, discharge and agree not to sue, and to defend and hold harmless Erdenheim Farm, LLC, Erdenheim Farm (EQ), LP, Erdenheim Farm (SB), LP, The 2015 McCausland Descendants Trust, Erdenheim Farm Foundation, a Pennsylvania non-profit charitable private operating foundation, and their respective owners, managers, officers, agents, representatives, employees, successors and heirs and any other persons on the Farm (the "Released Parties") from and against all demands, suits, actions, claims or damages on account of personal injury, death or damage or loss to property which may result from my presence on the Farm, even if caused in whole or in part by the actions or inactions or negligence of any of the Released Parties. Further, I hereby forever release and waive my right to bring suit against any of the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to entering upon the Farm and, as applicable, participating in any activities with respect thereto. This release is in addition to and not in limitation of any release afforded to the Released Parties under law.

I acknowledge that the walking tour of the Farm is over uneven ground and is not suitable for someone with mobility issues.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE.

Signature

Name (Printed)

Address

Date

Signature of Parent or Guardian
(Required for visitors under age 18)

Name (Printed)

Date