

**INVITEE WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

**ENTER AT YOUR OWN RISK!!!!!!**

**RELEASING UNDERHILL FARMS, INC., C&C UNDERHILL, INC., CHARLES EDWARD UNDERHILL, INDIVIDUALLY AND CHARLES EDWARD UNDERHILL, TRUSTEE OF THE CHARLES EDWARD UNDERHILL REVOCABLE TRUST AGREEMENT, AARON UNDERHILL, RYAN UNDERHILL, URD LLC, A&E LANDMOVERS LLC, AND CYNTHIA UNERHILL, INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST "OWNERS".**

The undersigned invitee(s) in exchange for and in consideration of permission to enter the property of the owners hereby acknowledge and agree to waive any and all rights they have for damages to their persons or property incurred on the premises including "DEATH". In addition, the invitee(s) hereby with full knowledge and consent release the Owners their heirs and assigns from any and all liability for the invitees negligence, the Owners negligence and/or the negligence of third parties or unknown persons resulting in the injury to the person or property of the undersigned invitee incurred in any way whatsoever while an invitee on the property of the Owners. I understand that this Release includes but is not limited to claims based on negligence of invitee(s) assumes the risk of any damage or injury to their person or property including DEATH. The undersigned hereby acknowledges that the Owners do not make any representations regarding the condition of the property or its suitability for any particular purpose. The invitee(s) assume all risk and responsibility for any activity that they choose to engage in on the premises. The Owners shall not be responsible to any person for any injury or damage to their property caused by any other person or invitee. The undersigned hereby agrees to look solely to the person or persons that may be responsible for the damage to their person or property. The undersigned expressly waives any right they may have to bring an action against the Owners for any injuries or damages to their person or property caused by the land or incurred while on the land of the Owners.

The parties acknowledge and agree that a parent may not legally waive the rights of their child for injuries sustained on the Owner's property, therefore, the parent(s) hereby agree that they will assume complete and total responsibility for any minor child brought onto the property, any damages incurred or sustained by the minor child including those damages resulting from the negligence, actions or inactions of the Owners and furthermore they agree to hold harmless and completely indemnify the Owners for any and all liability and damages assessed to them for any injury to any minor child while on the premises.

The undersigned acknowledges that the Owners have not inspected the property prior to entry and therefore is without knowledge of any hazards, defects, circumstances or conditions, that may exist on the land or may be created by circumstances including but not limited to changes in weather or other invitees on the premises.

**The invitee enters the property at his or her own risk**

The invitee hereby acknowledges and agrees that this Waiver and Release is binding on the invitee(s), heir(s), assign(s), estate, beneficiary(s) of his or her estate, whether by statute or will. The invitee(s) hereby waives all rights to bring any actions for, Personal Injury, Wrongful DEATH or negligence by the Personal Representative or Court Appointed Guardian or the invitee for the negligence or the invitee or Owners, actions or inactions of the Owners, their employees, staff, agents or assigns.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ATTACHED WAIVER AND RELEASE OF LIABILITY. BY MY SIGNATURE I AGREE TO ASSUME ALL OF THE RISK FOR THE ENTRY AND USE OF THE OWNER'S PROPERTY. I AGREE TO WAIVE ANY ALL RIGHTS I MAY HAVE AGAINST THE OWNERS FOR MY NEGLIGENCE, THEIR NEGLIGENCE, ACTIONS OR INACTIONS, OR ANY DAMAGES INCLUDING MY DEATH INCURRED BY ME AS A RESULT OF ANY CONDUCT BY ANY PERSON, KNOWN OR UNKNOWN, FOR ANY CONDITIONS SEEN OR UNSEEN THAT MAY EXIST OR MAY BE CREATED AFTER MY ENTRY. I AM OVER THE AGE OF EIGHTEEN AND SUI JURIS. (I am capable of making decisions and not under any disability physical or mental). THIS WAIVER IS CONTINUING AND SHALL COVER ANY AND ALL ENTRIES TO THE PROPERTY PRESENT AND FUTURE AND SHALL CONTINUE TO BE BINIDING UNTIL SAID WAIVER IS CANCELLED IN WRITING AND DELIVERED TO THE UNDERSIGNED OWNER OR OWNER'S REPRESENTATIVE.**

X \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

(Signature)

**PRINT your NAME:** \_\_\_\_\_ **Your Phone #** (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

**Street Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Emergency Contact NAME:** \_\_\_\_\_ **Phone #** (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

**Your Email** \_\_\_\_\_

**Children's names less than 18yrs. old that you are responsible for who accompanying you today or may in the future:**

\_\_\_\_\_