

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

By signing this Agreement, you will waive certain legal rights, including the right to sue Topsy Farms Ltd., any of its employees, agents, directors, guides, instructors, representatives, successors and assigns (all of whom are hereinafter collective referred to as "The Releasees").

PLEASE READ CAREFULLY

I understand that it is my responsibility to read and review this Agreement, and that if I choose to sign this Agreement, I will waive my right to sue.

In consideration for Topsy Farms Ltd. accepting my application to attend an event or activity hosted by Topsy Farms Ltd., I confirm the following:

1. I am at least 18 years of age.
2. I am mentally and legally capable of signing a contract.
3. I understand that, though Topsy Farms Ltd. strives to make this a safe environment, there are inherent risks in participating in activities at Topsy Farms Ltd. These risks include, but are not limited to:
 - A. Injury resulting from an animal, whether a farm animal, a working animal, or a wild animal;
 - B. Injury resulting from farm equipment and tools, including but not limited to motor vehicles and motorized farm equipment.
 - C. Changing weather conditions.
 - D. Exposed rocks, earth, stumps, trees, forest dead fall;
 - E. Changes in terrain, including holes in the ground, streams, and creeks;
 - F. Drowning or other injuries resulting from water, including water next to Topsy Farms in Lake Ontario, and water used for the operation of the farm;
 - G. Injury resulting from the negligence of the Releasees, including their negligence or failure to inform me of a specific risk, and their negligence to maintain or repair anything or part of the property which negligence created a risk for me;
 - H. Injury resulting from my own negligence or failure to use reasonable care to protect myself from harm.
4. I understand that many of the risks, dangers and hazards including but not limited to those referred to above exist throughout and next to the Topsy

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

Farms property and premises, and that the specific location and nature of these risks, dangers and hazards are largely unmarked.

5. I understand that Topsy Farms Ltd. and the Releasees do not make any warranty as to the safety of the Topsy Farms experience or any events or activities related thereto.
6. I hereby RELEASE the Releasees from any and all liability for any loss, damage, expense or injury any activities which are part of my Topsy Farms experience, or from the condition of the premises of the Topsy Farms property and surrounding area, DUE TO ANY CAUSE WHATSOEVER, including
 1. negligence;
 2. breach of contract;
 3. breach of warranty;
 4. breach of any duty of care owed to me, whether through statute or the common law; on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards of any activities which are part of or associated with my Topsy Farms experience, and any negligence of the Releasees.
7. I freely accept and fully assume all risks, dangers and hazards, including negligence, and the possibility of personal injury, death, property damage and loss resulting therefrom, and I waive my legal right to sue the Releasees for any harm which may happen to me or my property.
8. I have had the opportunity to review this Agreement BEFORE paying for any services or events at Topsy Farms Ltd., and I am choosing to sign this Agreement of my own free will.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I AM AWARE THAT, BY CHECKING OFF AGREEMENT TO THIS DOCUMENT, I AM WAIVING MY RIGHT TO SUE. I AM SIGNING THIS AGREEMENT VOLUNTARILY AND WITHOUT INDUCEMENT.