

FARM OF DREAMS RESORT WAIVER AND HOLD HARMLESS AGREEMENT

This waiver and release is executed, on the date listed below, in the county of Hernando, in the state of Florida, referred to as Releaser, in favor of Farm of Dreams Resort, LLC and the Matthews Family Limited Partnership (collectively known as the "FARM").

This waiver and release is intended to cover any and all periods upon which the undersigned is present at the FARM.

- A section of the Farm is dedicated to the maintenance of livestock and may cause risk or harm if accidentally disturbed.
- The natural lakes and ponds are unattended by a lifeguard.
- The paths, driveways, and walkways are uneven, unpaved, and contain holes or debris.
- Many of the on-site activities involve strenuous physical activity and exercise.
- Alcoholic beverages may be sold or provided as well as consumed at the FARM.
- The FARM does not have an Automated External Defibrillator on premises.
- There are no security guards on FARM property.
- The FARM reserves the right to take and use photography on its websites, social media, and other marketing materials.

The FARM is an agritourism property whose agribusiness is conducted through the **Matthews Family Limited Partnership, LLC**, as sanctioned by Florida State Law: 2013 definition (F.S. 570.96) and clarifications passed in 2016 (F.S. 570.85-89), it cannot be held liable for injury or death.

The Releaser understands that under Florida Law an agritourism operator is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted at this agritourism location if such injury, death, damage, or loss results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for the Releaser to act in a negligent manner that may contribute to Releaser's injury, death, damage, or loss. The Releaser assumes the risk of participating in this agritourism activity.

Releaser assumes full responsibility for and risk of bodily injury, death, or property damage due to negligence of the Releasees or otherwise while in, on, or around the FARM, or participating in any of its numerous activities. Releaser is entering into this Waiver and Release with the full understanding with full understanding, knowledge, and consent that:

Releaser acknowledges that the foregoing represents conditions with may contribute to injury to my person including, without limitation, lacerations, abrasions, contusions, fractures, sprains, paralysis, drowning, dismemberment, disease, scarring, snake bites, wild animal attacks, disfigurement, embarrassment, psychological damage, sickness, memory loss, etc., and may cause death.

Moreover, the Releaser and their heirs, administrators, personal representatives or assigns specifically release and forever discharge Releasees from any liability for libel, slander, loss,

damage, breach of contract, negligence, infringement or other tort harm, damage to property, injury or death suffered by Releasor which may occur during or as a result the presence of the Releasor in, on or around the FARM, or their participation in activity on property, including the use of Releasor's likeness and image, whether caused by negligence of the Releasees or otherwise.

Furthermore, Releasor does hereby further covenant and agree to indemnify, defend and hold Releasees, harmless of and from any and all claims, demands, losses, expenses, attorneys fees, cause of action, judgements, lawsuits, proceedings, damages, and liability which are brought or claimed by anyone and which relate in any way to, or arise in any way from, the presence of Releasor in, on or around the FARM property, or his/her participation in activities on the property, whether caused by the negligence of the Releasees or otherwise.

Releasor further releases the FARM, a Florida Limited Liability Company and Partnership, their officers, owners, members, managers, managing members, employees, agents and assigns all from any claim whatsoever on account of first aid, treatment or service rendered him/her during their stay at the FARM.

This Waiver and Release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital. Releasor agrees that this release, waiver, indemnity is intended to be as broad and inclusive as permitted by the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS GENERAL RELEASE, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTED MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT OF THE LAW.