

Release of Liability, Assumption of Risk, and Indemnification
Agreement For Child's Participation in School Field Trip

- This release of liability, assumption of risk, and indemnification agreement ("Release") is entered into between Nutrient Dense Farm, LLC d/b/a/ Sweet Eats Fruit Farm ("Company"), and the undersigned parent or guardian ("You") who agree to the terms of this Release as a condition of allowing the child named below ("Your Child") to participate in field trip activities on the Company premises:

YourName(Printed):

Address:

Your Child's Name (Printed):

Age:

School:

1. You are the parent or legal guardian of Your Child with legal authority to sign this Release.

You represent, warrant and covenant that You are the parent or legal guardian of Your Child and that you have legal authority to enter into this Release to enable Your Child to access, use, and enjoy the Farm.

2. You must agree to all the terms of this Release for Your Child to access, use, or enjoy the Farm.

You agree You are signing this Release in consideration for the right of Your Child to access, use, and enjoy a farm facility operated by the Company and the products, services, and benefits therein (collectively referred to as the "Farm"). You understand and agree that the Company will not allow Your Child to access, use, or enjoy the Farm unless You agree to the terms of this Release and the attached Statutory Warning Acknowledgement.

3. You assume all risks relating to Your Child's access, use, and enjoyment of the Farm.

You agree that access, use, and enjoyment of the Farm may present risks of injury and damages to Your Child, including but not limited minor physical injuries such as scrapes or bruises, serious physical injuries and illness such as broken bones, insect bites and bee stings, concussion, staph infection and E. coli infection, catastrophic physical injuries such as death or paralysis, as well as property damages, and other losses (both economic and non-economic), and You agree to accept and assume all risks, liabilities, and responsibility for all injuries, illness, health problems, damages, and losses of any type, arising from or relating to Your Child's access, use, and enjoyment of the Farm.

4. Your Child must follow all Farm rules, policies, and instructions.

You agree that Your Child must obey and comply with all posted instructions, guidelines, rules, and policies on the Farm, as well as the verbal instructions, requests, and commands of Farm staff

(collectively, "Farm Rules").

5. You agree that the Company is not liable to supervise Your Child or field trip chaperones.

You understand and agree that the Company will not provide supervision over Your Child and other field trip participants during Your Child's access, use, and enjoyment of the Farm. You understand and agree that the Company will not provide supervision over the chaperones selected by the field trip sponsor to supervise Your Child and other field trip participants.

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6. You agree to waive and release all liability of the Releasees for any and all Claims.

You agree that the Company is not responsible for any property that is lost, stolen, or damaged. YOU AGREE TO FOREVER RELEASE, DISCHARGE, WAIVE AND RELINQUISH THE COMPANY, THE COMPANY'S MEMBERS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, COSTS, LIABILITIES, FINES, DEMANDS, DAMAGES, ACTIONS, SUITS, PROCEEDINGS, ASSESSMENTS, JUDGMENTS, EXPENSES, OR LOSSES, WHETHER KNOWN OR UNKNOWN, including reasonable attorneys' fees, expenses, and court costs (collectively referred to as "Claims" or "CLAIMS"), WHATSOEVER ARISING FROM OR RELATING TO YOUR CHILD'S ACCESS, USE, OR ENJOYMENT OF THE FARM, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, AND REGARDLESS OF WHETHER THE NEGLIGENCE OF ANY OF THE RELEASEES MAY HAVE BEEN A PROXIMATE OR CONTRIBUTING CAUSE OF INJURIES, DAMAGES, AND LOSSES SUSTAINED BY YOUR CHILD. HOWEVER, YOU DO NOT AGREE TO WAIVE AND RELEASE THE RELEASEES FOR THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7. You agree to indemnify, defend, and hold harmless the Releasees against all Claims.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD AND SAVE HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS WHATSOEVER ARISING FROM OR RELATING TO YOUR CHILD'S ACCESS, USE, OR ENJOYMENT OF THE FARM, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, AND OTHER LOSSES AND DAMAGES SUSTAINED BY YOUR CHILD, REGARDLESS OF WHETHER THE NEGLIGENCE OF ANY OF THE RELEASEES MAY HAVE BEEN A PROXIMATE OR CONTRIBUTING CAUSE OF INJURIES,

8. You agree to arbitrate all disputes and You waive the right to trial.

YOU WAIVE THE RIGHT TO BRING ANY SUIT OR OTHER CAUSE OF ACTION IN COURT and agree that any dispute relating to Your Child's access, use, and enjoyment of the Farm may only be brought to binding arbitration in Austin, Texas before a single arbitrator. A party seeking dispute resolution through arbitration, will select one arbitrator and will notify the other party of the arbitrator selected. Within fifteen (15) days of receipt of such notice, the other party will either agree to the arbitrator selected or select a second arbitrator and notify the other party of the arbitrator selected. In

the latter event, the two selected arbitrators will select a third arbitrator within ten (10) days of receiving notice of the selection of the second arbitrator. The third arbitrator selected will preside over the arbitration, and the other arbitrators selected will be dismissed. If either party or the arbitrator selected by a party fails to select an arbitrator within the time specified, the arbitrator selected by the other party will preside over the arbitration. The arbitrator may authorize the parties to conduct limited discovery under the conditions and to the extent that the arbitrator determines to be reasonably necessary for the efficient and equitable resolution of the dispute. Reimbursement of legal expenses and related costs of any arbitration will be awarded to the prevailing party.

Parent/Legal Guardian Signature:

Date:

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STATUTORY WARNING ACKNOWLEDGEMENT

NUTRIENT DENSE FARM, LLC D/B/A/ SWEET EATS FRUIT FARM IS AN AGRITOURISM ENTITY PURSUANT TO TEXAS CIVIL PRACTICE AND REMEDIES CODE TITLE 4 CHAPTER 75A.

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.