

Wahmhoff Farms Nursery
269-628-4308

Farm/Office (Physical address—no mail):
22330 M-40 Hwy, Gobles MI 49055

(mailing address only)
11121 M-40 Hwy, Gobles MI 49055

Last Name (please print): _____



WAIVER AND RELEASE OF LIABILITY

I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my use of the property located at 22330 M40 Hwy, Gobles Michigan 49055 for the express purpose of photography sessions, and do hereby release and forever discharge Wahmhoff Farms LLC, located at 22330 M40 Hwy, Gobles, Michigan 49055, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my utilizing the aforementioned farm property, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY UTILIZING THE AFOREMENTIONED PROPERTY ENTIRELY AT MY OWN RISK. I UNDERSTAND THAT INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATIONS(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY UTILIZATION OF THIS PROPERTY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Wahmhoff Farms LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Wahmhoff Farms LLC incurs any of these types of expenses, I agree to reimburse Wahmhoff Farms LLC.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE CERTAIN RISKS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Wahmhoff Farms LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PRECECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Wahmhoff Farms LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Wahmhoff Farms LLC, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my clients' willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any willful actions, neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Wahmhoff Farms LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of the Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact **Contact Relationship** **Contact Telephone**

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will. I understand that I have permission to use the aforementioned property for the photography session date as scheduled below. I understand that a new waiver is required for each subsequent photo session.

Photographer's Name (please print): _____

Photographer's Address: _____

Photographer's Phone #: _____

Photographer's Signature: _____

Date Signed: _____

Photo Session Date: _____

***There are 150 acres at Wahmhoff Farms' Choose-n-Cut farm located at 22330 M-40 Hwy, Gobles, Michigan providing many beautiful spots for photo sessions! Please avoid any areas where there are employees, buildings, and/or equipment. If you see workers in the field, please move to another area. Park only on driveways/roadways to avoid damage to small trees that are hard to see. *Please note: If you are here during our retail season (November and December), your photo shoot is not allowed to interfere with our customers' experience on our farm.**