

WISHING STAR FARM: PARTICIPANT ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

**For review, completion and signing by adult visitor
and/or parent or legal guardian of one or more minor visitors**

THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Please read this entire Participant Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. All visitors to Wishing Star Entertainment, LLC, d/b/a Wishing Star Farm premises (hereafter “premises”) 18 years of age or older (hereafter sometimes “adult visitor”) must sign this Document. For visitors under 18 years of age (hereafter (singular or plural) sometimes “minor” or “child”), one of the visitor’s parents or legal guardians (hereafter sometimes collectively “parent”) must sign. If I am a parent, I am entering into this Document for myself (“parent” or “myself” includes acting on behalf of my non-signing spouse (if any)), and, if my child is a minor, on behalf of my minor child. “Visitor” refers to a person who visits the premises.

In consideration for me and/or my child being permitted to visit the premises and participate in the Activities provided by Wishing Star Entertainment, LLC, d/b/a Wishing Star Farm and its owners, members, managers, officers, directors, employees, agents, representatives, volunteers, facility operators, and all other persons or entities affiliated with it or acting on its behalf (hereafter “Wishing Star Farm”), **I (adult visitor and/or parent of a minor visitor) acknowledge and agree as follows:**

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Visiting the premises, whether attending, observing, assisting with, actively participating in Activities and/or permitting my child to do so, includes risks. Activities may include but are not limited to: equine activities such as pony rides; bounce houses and jump pads/pillows (collectively “bounce equipment”); miscellaneous games and activities including horseshoes, cornhole, and nerf guns; frisbee golf; farm activities including pumpkin picking and petting zoo; barrel trains; hay rides; pallet mazes; climbing on and through a fire truck; and any use of Wishing Star Farm’s other equipment, facilities and premises (collectively referred to as “Activities”). Although Wishing Star Farm staff may be assisting with and observing various Activities, Wishing Star Farm staff are not directly supervising visitors. These Activities occur in an unsupervised environment. **I acknowledge that the inherent and other risks, hazards, and dangers (collectively referred to hereafter as “risks”) of these Activities can cause injury, disease, illness, damage, death or other loss to the visitor or others.** The parent of a minor visitor gives permission for his/her child to participate in all Activities and agrees to discuss the nature and risks of the Activities with their child.

I UNDERSTAND THAT THE RISKS INCLUDE, WITHOUT LIMITATION:

- 1. Weather, environmental, and surface and subsurface conditions that are unpredictable and dangerous, including risks associated with lightning, thunder, rain, hail, sleet, high wind, snow or ice accumulation, falling or fallen timber, debris, ditches, slippery terrain, fallen leaves, plant roots, mud, unstable or loose rock, wild or domestic animals, insects, and other natural and man-made hazards and dangers, whether they are obvious or not;**
- 2. Whether on or off Wishing Star Farm premises, boulders, ruts, creeks, irrigation ditches, uneven ground and other conditions exist, as well as other natural or manmade hazards. This includes risks associated with using Wishing Star Farm’s buildings, facilities, and structures, both inside and outside. A visitor may also ride or otherwise walk in areas where objects, hazards, and other dangerous conditions are not visible or marked and are not well-lit, and trails are not groomed, maintained, or controlled;**
- 3. The unpredictability and uncontrollability of ponies. Ponies can react to the environment, and the conduct and actions of riders and other persons in harmful ways. These risks include how ponies may react to other animals, their surroundings, and the conduct and actions of other riders, regardless of whether they are familiar. Without warning, a pony may, at any time, kick, bite, stomp, stumble, rear, bolt, fall, jump, buck, run from danger, unpredictably turn, change speeds, shift its weight, stop short, collide with another animal or object, and react to sudden movements, noises, light, vehicles, and other animals, persons, or objects;**
- 4. The potential of the visitor or another person to act in a negligent manner that may contribute to injury of the visitor or others, such as failing to maintain control of the animal or not acting within his or her ability;**
- 5. The risk that a visitor may be unable to safely manage the particular animal provided to him or her, or be unable to safely engage in a certain equine activity or may lack the skill or experience to do so;**
- 6. The risk that tack may not fit, may be misused or may break, fail, or malfunction;**

WARNING: Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

WARNING: UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY, PURSUANT TO SECTION 13-21-121, COLORADO REVISED STATUTES.

7. Risks associated with decision-making, judgments, and warnings, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error. Among other things, these include the risk that the visitor, a Wishing Star Farm staff member, or another person may misjudge an individual's capabilities, health, or fitness level or first aid treatment or injury, be otherwise inattentive or distracted, fail to successfully assist a visitor in an emergency situation; misjudge terrain, weather, trail conditions, the character and propensities of an animal, or how best to react in certain circumstances;
8. Risks associated with bounce equipment include landing wrong; landing on another visitor; being landed on by another visitor; colliding with other visitors; attempting stunts that are beyond the visitor's capacity; failure of the bounce equipment, attachments, or padding (including missing or misplaced padding) including the possibility of deflation and other failures and malfunction; flipping, running, or double bouncing (more than one person on the equipment); entrapping a body part; being struck in the face, head or elsewhere by another person or object; and overexertion in jumping;
9. Risks associated with petting zoos, including the unpredictability and temperament of animals, which without warning may bite, kick, scratch, or lash out at visitors; the risk of contracting illnesses and infections from animals; and the risk of tripping or stumbling on animals and other visitors;
10. Visitor's mental, physical, or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs, including marijuana), disclosed or undisclosed, known or unknown, combined with participation in the Activities includes risks. Wishing Star Farm cannot anticipate or eliminate risks or complications posed by Visitor's mental, physical (including health or fitness level), or emotional condition;
11. Risks associated with interactions with, and reliance on, Wishing Star Farm staff, other visitors, or unknown third parties, including the careless or reckless behavior of other people while participating in Activities or otherwise; visitor's or another visitor's failure to follow rules and policies related to any Activities; collisions with children and other visitors; the risks of contracting viruses and infectious diseases (including but not limited to COVID-19); the possibility of inadvertent touching or unwanted sexual advances; and personal disclosure and/or interaction with others;
12. Risks associated with travelling in a hayride including driver error; hazardous road or trail conditions; weather conditions; vehicle equipment failure; motion sickness; allergies; the conduct of other visitors; hazards entering and exiting the vehicle; the risk of standing or walking in the vehicle while it is in motion; or any other issue that may arise while a passenger is in a large moving vehicle;
13. Risks associated with pumpkin picking including heavy lifting, bending over, and the presence of slippery and uneven terrain that includes plant roots, mud, and rotted pumpkins;
14. Risks associated with nerf guns, including equipment misuse or malfunction, and head or eye injuries (including potential vision loss) associated with being hit by a projectile;
15. Although Wishing Star Farm staff may be assisting with and observing various Activities, Wishing Star Farm staff are not supervising visitors. The attending parent is responsible for supervising his or her child at all times, and visitors, whether minor or adult (and whether or not accompanied by a parent), are responsible for their own conduct and behavior; and
16. Risks in accessing and using Wishing Star Farm's premises include frequent vehicle activity and traffic and/or drivers that may be careless and/or inattentive; ruts; curbs; stairs; slippery surfaces or other hazards; and risks specifically associated with food and drink including choking, allergic reactions, ingesting food or drinks that may be too hot and/or developing food-borne illnesses.

The above-listed and other risks may result in visitors: falling partway or to the ground; being struck by, colliding with, or impacting objects, people, animals, or vehicles; being suspended or entrapped; reacting to increased exertion; experiencing vehicle collision or rollover; suffering gastro-intestinal complications or allergic reactions or other problems. These and other circumstances may cause or lead to heat or cold-related illnesses or conditions, dehydration, heart or lung complications, paralysis/other permanent disability, broken bones, concussions or other head injuries, blindness or other eye injuries, cuts, wounds, mental/emotional trauma, illnesses (including viruses, animal/insect borne diseases, and contagious or infectious diseases such as COVID-19) or other injury, damage, death or loss.

I (adult visitor and/or parent of a minor visitor) acknowledge and agree:

1. That when visiting the facility or premises, I am responsible for my and my child's (if any) conduct and actions at all times;
2. To be familiar with and abide by all Wishing Star Farm rules, policies, and signage both posted on the premises and on the website. The parent agrees to discuss with his/her participating child Wishing Star Farm rules, policies, and signage before the minor participates in any Activities;

3. That I am and/or my child (if any) is in good health and proper physical condition to participate in Activities; and agree that I (whether or not in conjunction with my and/or my child's physician) am responsible for determining whether the Activities are appropriate for me/my child before I/my child participate. I agree I/my child will not consume or be under the influence of any alcohol or chemical substance during the Activities, with the exception of prescribed medication that does not adversely affect participation;
4. To disclose to Wishing Star Farm any mental, physical or emotional conditions or limitations which may affect visitor's ability to participate in any Activities, and represent that visitor is fully capable of participating without harming him/herself or others;
5. To inform Wishing Star Farm staff of any injury (whether minor or serious) before leaving the premises;
6. Wishing Star Farm representatives are available if I have further questions about the Activities or the associated risks;
7. **The information provided above is not complete, other unknown or unanticipated Activities, risks, and outcomes may exist, and Wishing Star Farm cannot assure visitor's safety or eliminate any of these risks;** at all times, visitors share in the responsibility for their own well-being;
8. **Visitor is voluntarily participating with knowledge of the risks. Therefore, visitor (and parent of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown, identified or not) of the Activities and for any injury, damage, death, illness, or other loss suffered by visitor (and parent of a minor) resulting from those risks, including the risk of visitor's own negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult visitor, or parent for myself and for and on behalf of my participating minor children) agree as follows:

1. To release and agree not to sue Wishing Star Farm, with respect to any and all claims, liabilities, suits, or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s"), for any injury, damage, disease, illness, death or other loss in any way connected with my/my child's participation in the Activities. I agree here to waive all claim/s I or my child may have against Wishing Star Farm, legally bind my/my child's estate and any family member, heir, or other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against Wishing Star Farm as a result of any injury, damage, disease, illness, death, or other loss suffered by my child or me;
2. To defend, hold harmless, and indemnify ("indemnify" meaning protect by reimbursement or payment) Wishing Star Farm with respect to any and all claim/s brought by or on behalf of me, my child, spouse or other family member/s, heir/s or estate, or another person or entity for any injury, damage, disease, illness, death, or other loss in any way connected with my/my child's participation in the Activities. This includes any claim/s brought by a medical care provider, insurer, or other third party resulting from medical care or other care or services provided to the visitor before, during, or after the Activities, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from Wishing Star Farm's negligence (but not its gross negligence or willful or wanton misconduct) and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), disease, illness (including but not limited to any claim/s arising from or related to COVID-19), property damage, loss of consortium, breach of contract, or any other claim.

ADDITIONAL PROVISIONS

I (adult visitor and/or parent of a minor visitor) acknowledge and agree:

1. I understand that Wishing Star Farm staff reserve the right to dismiss the visitor from any Activities, or from the entire facility, if staff believe, in their sole discretion, the visitor presents a safety concern or medical risk, is disruptive, violates any rules or policies, or otherwise conducts him or herself in a manner detrimental to Wishing Star Farm or other visitors.
2. I authorize Wishing Star Farm staff or other medical personnel to obtain or provide first aid or medical care for me/my child, to transport me/my child to a medical facility, and/or to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by Wishing Star Farm) of any records necessary for treatment, referral, billing, or insurance purposes. I agree to pay all costs associated with such care and/or transportation, including medical and/or airlift evacuation and associated expenses.
3. I authorize Wishing Star Farm and/or its agents and designees, to photograph, film, record and/or otherwise capture the name, image, voice, verbal or written statement, group journal or electronic entry, video, photograph and/or visual likeness of me, my child and/or my other family members (collectively "images"), without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or

display on the internet (including Wishing Star Farm's website, Facebook or Instagram page, or other social media or web interface), in publications and/or for any informational, promotional, educational, audiovisual, exhibition, editorial, or other use in any manner that Wishing Star Farm desires. These images are the sole property of Wishing Star Farm and I waive any inspection or approval rights.

4. I agree that Wishing Star Farm is not responsible for a visitor's lost, stolen or damaged personal property. In addition, a visitor may, in Wishing Star Farm's sole discretion, be held responsible for damage to Wishing Star Farm's premises, equipment, or property.

5. I agree that Colorado substantive law (without regard to its "conflict of laws" rules) exclusively governs this Document, any dispute I/my child have with Wishing Star Farm, and all other aspects of my/my child's relationship with Wishing Star Farm, contractual or otherwise. I also agree that any legal proceeding relating to or arising out of the Activities, this Document, my relationship with Wishing Star Farm or otherwise must be filed only in the state courts located in El Paso County, Colorado, which will be the sole jurisdiction and venue for any such legal proceeding. Before filing a lawsuit, I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator.

6. If my status as a minor visitor's parent is challenged or found invalid, I will release, agree not to sue, and defend and indemnify Wishing Star Farm to the fullest extent allowed by law and per the provisions of this Document, just as if I were the visitor's legal parent.

7. Wishing Star Farm reserves the right to review forms of identification to verify identity and age.

8. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If a court or any other appropriate authority finds any portion of this Document to be invalid, all other portions of this Document will remain in full force and effect and binding upon the parties.**

9. This Document is effective regarding visitor's participation in all Activities from the date signed until a subsequent Wishing Star Farm Participant Agreement, Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by adult visitor (and/or parent, if visitor is a minor) and shall remain in full force and effect for all Activities completed by the visitor up until that point.

ADULT VISITOR AND/OR PARENT OF A MINOR VISITOR AGREE: I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING UPON ME, MY SPOUSE, MY MINOR VISITOR CHILD AND OTHER CHILDREN, AND VISITOR'S/PARENT'S OTHER FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUBROGEEES, ASSIGNS, AND ESTATE.

ADULT VISITOR MUST SIGN BELOW. IF VISITOR IS A MINOR (THOSE UNDER 18 YEARS OF AGE), ONE OF THE VISITOR'S PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW.

I understand that my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of this Document.

You must be 18 years old or older to sign this Document.

You must be the Parent or Legal Guardian to complete and sign this Document for and on behalf of a minor visitor (those under age 18). The Parent or Legal Guardian signs below, both in his or her capacity as a visitor (if applicable) and as the Parent or Legal Guardian of any participating minor visitor identified below.

Adult Visitor and/or Parent/Guardian Signature /Date Print name here /Age

Email Address: _____ Phone Number: _____

Adult Visitor and/or Parent/Guardian Signature /Date Print name here /Age

Email Address: _____ Phone Number: _____

Parent/Guardian, please print names of your child or children (minor visitors - those under 18 years of age)

Print minor's name here /Age

Print minor's name here

/Age

Print minor's name here

/Age

Print minor's name here

/Age