

# Terms and Conditions

## PICK YOUR OWN TULIPS 2023

### WAIVER OF LIABILITY FOR ALL TICKET HOLDERS

By purchasing a ticket, participating in or attending this pick your own tulip event held at Wilson Farm, Inc. ("Wilson Farm") at 10 Pleasant St., Lexington, MA (such pick your own tulip event, the "Event"), I understand I must sign this waiver and I consent to the following terms (the "Terms and Conditions").

1. I WAIVE, RELEASE, AND DISCHARGE Wilson Farm and/or any of its agents, contractors, employees, staff, owners, shareholders, directors, officers, sponsors, affiliates, volunteers, and any other entities that help support the Event from any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may arise by reason of my participation in and/or presence at the Event. To the extent possible by law, I hereby fully waive, release, and discharge all parties notwithstanding their own negligent acts or omissions or the negligent acts or omissions of others.
2. I agree that I will not bring any action or claim against any of the parties hereby released for any reason associated with the Event.
3. I ACKNOWLEDGE AND ALLOW the use of any and all photographs and video taken of me at the event to be used by Wilson Farm for any promotional purposes or any other uses without further consent.
4. In the event I decide to bring a minor who is under the age of 18 to the Event, I understand that I am solely responsible for the well-being and supervision of that minor at all times while on the property of the Event. I give my permission for emergency medical care to be administered to the minor should a medical emergency arise during the Event. Any expenses incurred will be my sole responsibility. I understand I am fully responsible for all minors who accompany me to the Event.
5. NO REFUNDS FOR TICKETS. NO CANCELLATIONS.  
I understand tickets are not transferable unless otherwise agreed to in writing by Wilson Farm. Tickets will not be refundable and cannot be canceled. Tickets may not be changed.
6. To the maximum extent permitted by law, in no event shall Wilson Farm or any of their subsidiaries, sponsors, affiliates, owners, directors, shareholders, officers, employees, volunteers and agents be liable for any direct, incidental, indirect, consequential, special, punitive or exemplary damages of any kind, including without limitation (i) lost revenues or profits (ii) loss of business or loss of data (iii) loss or damages to any personal property including computer, mobile phone or other device that is in any way related to our Event, even if Wilson Farm and its subsidiaries, sponsors or affiliates have been advised of the possibility of such damages; or (iv) for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in our program or websites, including without limitation, as a result of breach of any warranty or other terms of the Terms, the use or inability to use our official website or services, the software, unauthorized access to or alteration of your transmissions of data, or statements or conduct of any third party in the website. Some states do not allow the exclusion or limitation of

liability of consequential or incidental damages, so the above exclusions may not apply to all users; in such state liability is limited to the fullest extent permitted by law.

## PURCHASING TERMS & CONDITIONS FOR TICKET HOLDERS

**IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH, OR AGREE TO ASSUME THE ALLOCATION OF RISK TO YOU AS SET FORTH HEREUNDER, DO NOT ENTER THE EVENT OR PARTICIPATE IN THE EVENT**

Any purchase, possession, or presentation of Event ticket(s) ("Ticket(s)") by you ("You," "Your," "Bearer" or "Holder" of such Ticket) constitutes your irrevocable acceptance of, and agreement to be bound by, these terms and conditions respecting the Event. You agree that Issuer (as defined below) may modify, add, remove, supplement, amend, update or revise any of these terms and conditions, without advanced notification to You (collectively, the "Revision(s)") by posting such Revisions on Issuer's website located at [www.wilsonfarm.com](http://www.wilsonfarm.com) (the "Site") and which Revisions shall, at Issuer's option, relate back to the date of purchase. Your Ticket shall be deemed a revocable license (the "License") issued by Wilson Farm (in such capacity, "Issuer") for the sole purpose of accessing Wilson Farm's tulip fields at 10 Pleasant St., Lexington, MA 02421 (such location referred to as "Farm") where the Event is scheduled to occur and for attending the Event.

The unlawful or prohibited resale or attempted resale of tickets is grounds for seizure of all or some of Your tickets and cancellation of this License without compensation to You. This Ticket may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the express written consent of Issuer. Issuer also reserves the right to investigate suspected violations of these Terms and Conditions and shall be the sole and final arbiter regarding violations or potential violations hereunder. Your Ticket is not redeemable for cash. Upon Event cancellation by Issuer, Issuer may in its sole and absolute discretion elect to either issue a full or partial refund, not issue any refunds, or reschedule the Event.

**ALL TICKET SALES ARE FINAL. THERE SHALL BE NO REFUNDS AND/OR TICKET EXCHANGES.**

This Event is "Rain or Shine."

**LAST ENTRY IS 4PM SHARP.**

The last entry to the Farm is 4pm. If you purchase a 4pm to 5pm time slot, you must arrive by 4pm or you will not be granted entry. Your tickets will become null and void.

## PET POLICY

**ONLY** service animals covered by the ADA are welcome at the Wilson Farm, including but not limited to the Farm. **All other animals, including pets and emotional support animals are prohibited.** Please see Wilson Farm management before proceeding onto the Farm with your service animal. You may be asked if the animal is a service animal required for a disability. You may be asked what task the service animal has been trained to do.

- Service animals must be harnessed, leashed, or tethered unless these devices interfere with the service animals' work. Service animals not behaving properly will be asked to leave, unacceptable behavior includes (but is not limited to):
  - Damage or consumption of crops
  - Marking, urinating or defecating in any area except designated area

- Excessive barking and/or aggressive behavior

Service animals may be restricted to certain areas of the Farm, for the safety of our crops, livestock and your animal.

The ADA Titles II and III define service animals as dogs or miniature ponies (although the latter are rare) that are individually trained to do work or perform tasks for persons with disabilities. Service animals are working animals, not pets. The work or task the animal has been trained to do must be directly related to the person's disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA and are not protected by the ADA.

## **PHOTO RELEASE**

I hereby grant permission to Wilson Farm to reproduce any portion of the photos and/or videos provided by me for the purposes of Commercial Use and/or Commercial Promotion publications which can include but is not limited to websites, social media, and printed marketing materials without any compensation or recognition given to me. Furthermore, I grant creative permission to alter/edit the photos and/or videos. I do not grant permission to resale or use the photos and/or videos in a manner that would exploit or cause malicious representation toward me or my company and associates. Any infringements of this policy may violate federal law.

## **2023 HEALTH & SAFETY POLICY**

### **IMPORTANT PLEASE READ CAREFULLY BEFORE ENTERING THE FARM**

The health and safety of our guests is our top priority. We have implemented several measures that you will see in our Farm which are each designed to protect Wilson Farm's guests and employees from potential exposure to the COVID-19 virus ("Coronavirus"), by minimizing contacts, promoting social distancing and increasing sanitation throughout the Farm.

In addition, to further protect the health and safety of our guests and employees, you will not be admitted to the Farm and you should stay home if within the past fourteen (14) days you have:

- Tested positive or have been deemed presumptively positive with Coronavirus;
- Sought testing to determine whether you might have Coronavirus, and have not yet received the results;
- Been informed that you may have been exposed to Coronavirus or learned that you have been in the immediate vicinity of a person now known to have been carrying Coronavirus; or
- Experienced any of the following symptoms commonly associated with the Coronavirus, including cough, shortness of breath or difficulty breathing, OR two or more of any of the following: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell.

Wilson Farm reserves the right to modify these requirements on a case-by-case basis to accommodate any circumstance that in Wilson Farm's sole discretion warrants a modification to this policy.

Wilson Farm cannot guarantee that you will not be exposed to Coronavirus during your visit. The CDC advises that older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from Coronavirus. Guests should evaluate their own risk in determining whether to attend. People who show no symptoms can spread Coronavirus if they are infected, any interaction with the general public poses an elevated risk of being exposed to

Coronavirus. By coming to the Farm, you acknowledge and agree that you assume these inherent risks associated with attendance.

If at any time Wilson Farm determines that a guest does not meet the criteria outlined in this policy, Wilson Farm reserves the right to refuse entry or (if the guest is already in the Farm) immediately remove the guest from the Farm. These actions are at the sole discretion of Wilson Farm.

By entering the Farm, you acknowledge that you have read, understand and agree to abide by this policy. If you have any questions, or if you do not understand the policy, please speak with customer service.