

Robinette's Waiver of Liability

3142 4 Mile Rd NE; Grand Rapids MI 49525 (616) 361-7180

Land Use Entry and Photography Release Form

TO ROBINETTES INC: Please accept my entry to use your land on (date): _____ **and all subsequent dates.** Activities of land use include but are not limited to: mountain biking, hiking, jogging, running, walking, picking fruit, corn maze, jumping pillow, land rental.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING PLAINFIELD TOWNSHIP, GRAND RAPIDS TOWNSHIP, THE ROBINETTE FAMILY, ROBINETTE FAMILY LLC, ROBINETTES INC (referred to Robinette's in this document) AND OTHERS FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING. These entities will be called

In consideration of Robinette's issuance of permission to me or the acceptance of this form for land use on their property, I hereby freely agree to make the following contractual representations and agreements.

For myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (collectively "successors"), **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND INDEMNIFY** the property owners, law enforcement agencies, all public entities, special districts, and properties and their respective agents, officials, and employees through or by which land use will be held (collectively, the "Released Parties") **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with use of land/trails.

I agree to not move equipment, farm tools or merchandise. I agree to not pick fruit or vegetation and to be respectful of the farm and land.

Photograph is not allowed in the buildings, and use of restrooms is prohibited.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver of modification.

Date: _____ User's Age: _____ User's Name: _____

Street Address: _____ City, ST, Zip: _____

Whom to notify in case of an emergency: _____ Their Phone:(_____) _____

Signature of User: _____

If under 18, Parent please fill out parent's information below:

Parent of User: Date: _____ Parent's Name: _____

Street Address: _____ City, ST, Zip: _____

Whom to notify in case of an emergency: _____ Their Phone:(_____) _____

Signature of Parent: _____