

Camping Release, Waiver of Liability, and Indemnity Agreement

In consideration of being permitted to enter upon the property of Kirby Family Farm Inc, located in and around Williston, Florida, (hereinafter "Premises"), and be allowed to camp at the Jeepin' In January event, for good and valuable consideration, the undersigned ("Releasor(s)"), for himself/herself, his/her personal representatives, heirs and next of kin HEREBY RELEASES Kirby Family Farm Inc., individually and in their official capacity, and all of their employees, volunteers, appointees, agents, contractors, subcontractors, and event sponsors (collectively, "Releasees") from all claims, cause and causes of action, lawsuits, trespasses, damages, judgments, executions, liabilities, and demands of any kind whatsoever, in law or in equity, including any compensatory, consequential, incidental, or punitive damages, as well as any charges, expenses, attorney's fees or other costs incurred while on the premises.

IN ADDITION, the undersigned AGREES TO INDEMNIFY AND HOLD HARMLESS and defend the Releasees against any claim, loss, liability, damage or cost which each of them may incur due to the entry or presence, of Releasor(s) or his/her property, in or upon the Premises. Releasor(s) expressly agrees that this General Release is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full force and effect.

Campers agree to adhere to CDC guidelines regarding COVID-19, as outlined on the CDC website: www.cdc.gov.

By signing this form you agree to all the Camping Guidelines herein below and assume all responsibilities for any minors under your waiver.

CAMPING GUIDELINES:

EVENT AREA, VENDOR AREA, AND COURSES ARE NOT OPEN FRIDAY. Campers will be allowed entry to camping area only after 12 noon on Friday to get set up for the weekend. Gate opens at 8:00 a.m. on Saturday for the courses.

There must be at least one adult (21 years of age or older) on each site. Eight (8) person limit per campsite.

Camping check in is available during the following dates/times:

- Friday – 12 noon to 6pm
- Saturday – 8am to 6pm

Primitive Camping Only \$50 per night per site or \$75 for both nights. Camping is available Friday – Saturday night. You can camp one night or both nights. Camping must be reserved in advance. No refunds. Camping will be in a designated area on the property.

All Campers must complete this camping waiver at the event prior to occupying the camp site. Waivers will be available upon arrival or can be completed in advance by clicking the link at the top of this page. *Waivers are not accepted in advance. All completed waivers must be brought to registration*

Generators are allowed.

Occupancy is limited to ONE of the following groups of camping rigs:

- *One travel trailer and two vehicles
- *One pop-up camper and two vehicles
- *Two tents and two vehicles
- *One pick-up truck with mounted camping rig and 2 vehicles.

There is a trailer parking lot at the event location for your convenience if you are trailering your Jeep.

There is an eight-person limit per campsite.

No alcohol or smoking will be permitted on the property during the event.

No golf carts, ATV's or side by sides will be permitted on the property during the event, with the exception of staff and law enforcement.

No one will be permitted to leave the camping area and wander around the farm except to attend the planned events on Saturday and Sunday. Security will be on site all weekend 24 hours per day.

Port-o-lets will be provided in the camping area.

Grills are permitted for personal use ONLY.

Campfires will be permitted at the campsites only in a raised fire pit with a mesh cover, no exceptions. A fire extinguisher must be readily available near the grill and/or fire pit. The grill and/or fire pit must be attended at all times while it is burning. Failure to comply with this will mean these privileges will be withdrawn from the campsite not in compliance.

Gates will close at 11:00 PM each evening with no re-entry or exit except in emergencies. All campers must exit the property by 6PM on Sunday.

Personal Food and drinks must be kept at your campsite only. It is NOT allowed in general event areas.

While there is no specific time for lights out, for the sake of the families with smaller children camping on the farm we ask that noise be kept to a minimum after 10pm.

There are no refunds or exchanges for any reason. This event is Rain or Shine. All monies received are accepted as a donation on behalf of Kirby Family Farm, a 501-C-3 non-profit children's organization. We recommend that you verify your dates with family and friends before purchasing tickets. Tickets cannot be replaced if lost, stolen, or destroyed.

Have additional questions? Please contact us at info@kirbyfarm.com.

PARENTAL OR GUARDIAN CONSENT (applicable if person camping is under the age of 18). I hereby consent to my minor child camping on the property of Kirby Family Farm Inc as discussed herein.

SEVERABILITY: I agree that in the event any provision of this agreement is held or adjudicated to be contrary to any statute or law, or otherwise unenforceable, the remaining provisions of this document shall be enforceable to the fullest extent permitted by law.

GOVERNING LAW: This agreement shall be interpreted according to Florida law. It is to be construed as broadly and inclusively as is permitted by relevant Florida law. I also hereby give my consent to Kirby Family Farm Inc, and any other media outlets to use photographs and video images in their publications and website of me as well any passengers, friends, family, and minors under the age of 18. I acknowledge that since my participation in publications and websites produced by Kirby Family Farm Inc and other media outlets is voluntary and neither the minor children, my passengers nor I will receive financial compensation.

Printed Name(s) of Participant(s)/Camper(s):

1. _____ Age (if under 18)
2. _____ Age (if under 18)
3. _____ Age (if under 18)
4. _____ Age (if under 18)
5. _____ Age (if under 18)
6. _____ Age (if under 18)
7. _____ Age (if under 18)
8. _____ Age (if under 18)

UNDER PENALTY OF PERJURY, I ACKNOWLEDGE HAVING READ ALL TERMS OF CAMPING AS OUTLINED IN THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNATURE

DATE

(If Participant/Camper is 18 years old or older)

IF UNDER 18 YEARS OF AGE, PARENT OR GUARDIAN MUST READ AND SIGN BELOW: I am the legal guardian of the below minor(s) and have read the above agreement. I hereby consent to the terms of the agreement on behalf of the named minor(s) and give my consent to the participation of the below named minor(s) in all camping activities on the property of Kirby Family Farm Inc on the terms stated.

SIGNATURE

DATE

(If Participant/Camper is 18 years old or older)

Please list names and telephone numbers for individuals to contact in case of emergency:

1. _____ Phone _____

2. _____ Phone _____

3. _____ Phone _____