

**“BE THE GROWER” PARTICIPANT AGREEMENT**



**WAIVER OF LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT**

**Waiver of Liability:** In consideration for receiving permission to participate in the “Be the Grower” harvest experience today, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Mayflower Cranberries LLC, located at 72 Brook Street, Plympton, MA, their LLC members, agents, volunteers, or employees (hereinafter referred to as FARM) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE ORDINARY NEGLIGENCE (ACTIVE OR PASSIVE) OF FARM.

**Assumption of Inherent Risks:** I am fully aware and understand there are inherent risks involved in agricultural and agritourism activities, which risks include, but are not limited to, bodily injury, physical harm and even death to participants and spectators from “Be The Grower” harvest experience which may occur in normal participation of such activities. Further, I understand that “inherent risks of agriculture activities” shall mean those dangers or conditions which are an integral part of agricultural and agritourism activities, including, but not limited to:

- operation of farming equipment and machinery that may result in injury, harm, or death to persons on or around such implements;
- dangers of being in areas marked *Do Not Enter, Off Limits to Customers*, or any other methods to demonstrate that specific areas are off-limits;
- certain hazards such as surface and subsurface objects, including drainage ditches in submerged bog and water control structures;
- exposure to wildlife, biological, environmental, and chemical hazards;
- hazards related to being in a flooded bog, repetitive movements (such as pushing berries), and exposure to outdoor weather conditions;

I understand that FARM does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to personal property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF FARM or otherwise, to the fullest extent allowed by law.

**Indemnification:** I also AGREE TO INDEMNIFY AND HOLD HARMLESS the FARM from any loss, liability, damage, or costs, including court costs and reasonable attorneys' fees that FARM may incur due to my participation in said activities, whether caused by FARM’s ordinary negligence or otherwise, to the fullest extent allowed by law.

**IN SIGNING THIS PARTICIPATION AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I possess sufficient physical fitness and skill to enable safe participation. I fully understand its terms and conditions. I understand that I am giving up substantial rights, including my right to sue FARM for injuries resulting from the inherent risks of agricultural or agritourism activities or the active or passive negligence of FARM. I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by FARM, to the greatest extent allowed by the laws of Massachusetts.**

\_\_\_\_\_  
Signature (must be at least 18yrs of age to sign) \*

\_\_\_\_\_  
Date of Visit

\_\_\_\_\_  
Printed Name of Signatory

**\* If a participant is a minor (less than 18 years of age), the parental or guardian signature above indicates full understanding of the above terms and, as may be permitted by law, is waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.**

**VISITOR(S) UNDER THE AGE OF 18**

**List name of parents/guardian of minor participant**

(1) \_\_\_\_\_

\_\_\_\_\_  
**Print Name** **Date of Birth / Age**

\_\_\_\_\_  
**Name of Father** **Name of Mother**

\_\_\_\_\_  
**Legal Guardian (not a parent of minor)**

**List name of parents/guardian of minor participant**

(2) \_\_\_\_\_

\_\_\_\_\_  
**Print Name** **Date of Birth / Age**

\_\_\_\_\_  
**Name of Father** **Name of Mother**

\_\_\_\_\_  
**Legal Guardian (not a parent of minor)**

**List name of parents/guardian of minor participant**

(3) \_\_\_\_\_

\_\_\_\_\_  
**Print Name** **Date of Birth / Age**

\_\_\_\_\_  
**Name of Father** **Name of Mother**

\_\_\_\_\_  
**Legal Guardian (not a parent of minor)**