



## **Assumption of Risk, Release and Hold Harmless Agreement**

This ASSUMPTION OF RISK, RELEASE AND HOLD HARMLESS AGREEMENT ("Agreement") is made effective on \_\_\_\_\_, 2021 by and between Blue Sky Flower Farm LLC ("Blue Sky Flower Farm") and \_\_\_\_\_ ("visitor" and "you"). Blue Sky Flower Farm and visitor are sometimes individually referred to as "Party" and collectively as the "Parties".

WHEREAS, visitor desires to use, visit, or take a workshop, class or other offering at Blue Sky Flower Farm's property located at 24231 Dakota Ave, Lakeville, MN 55044 ("Property"); and

WHEREAS, in exchange for making the Property available to visitor for such purposes, visitor desires to assume the risks associated with the Property and their activities and to release and hold harmless Blue Sky Flower Farm from any claims and/or litigation arising out of visitor's presence at the Property and participation in any activities.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Blue Sky Flower Farm and visitor hereby agree as follows:

### **Terms**

1. **Assumption of Risk.** The Property is a working farm. Some of the animals and objects that a visitor might see or come into contact with are dogs, cats, chickens, ticks, bees, spiders, other animals and insects, compost piles, irrigation lines, extension cords, tools such as snips and pruners, hoses, fences, tunnels, tractor, trailer, farm implements, uneven ground and a swampy low area. These are just examples. There may also be many plants on the Property, including but not limited to, flowers, grasses, hay, asparagus, strawberries, raspberries and vegetables. Please be aware that these might cause allergies or other reactions in some people. You should avoid any for which you believe you might have a reaction. Do not use any tools, equipment or machines without first talking with someone at Blue Sky Flower Farm about that. Also do not go near any of the animals. You may use a portable toilet on the Property designated for visitors.

**Blue Sky Flower Farm intends to offer workshops and fitness classes from time to time.** Whether you are participating in a workshop, a fitness class or just walking at the Property, physical activities carry a certain level of risk for people. Exercise can cause injuries and physical and medical problems. You should consult with your medical professionals before engaging in any physical activity so that you know your limitations.

If you are around other people at the Property, there is also always a risk that you may be exposed to or contract some illness or disease, including COVID 19 and its variants.

In addition, since there will typically be other people at the Property when you are present, you are responsible for your own personal property. You should take whatever precautions you feel are necessary to keep your property safe and under your control.

**By signing this Agreement, you acknowledge that you are assuming all risks, including loss of your property, physical injury, disease or death in visiting or taking part in activities at the Property and will take whatever precautions you feel are necessary for your own comfort and safety.**

**2. Limitation of Liability. ABSENT ITS WILLFUL OR INTENTIONAL MISCONDUCT, BLUE SKY FLOWER FARM AND ITS OWNERS, MEMBERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AGENTS, TRUSTEES AND REPRESENTATIVES (“BLUE SKY FLOWER FARM PARTIES”) ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM YOUR VISIT TO AND ACTIVITIES AT THE PROPERTY. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. YOU AGREE THAT THE MAXIMUM AMOUNT OF DAMAGES THAT YOU ARE ENTITLED TO, IN ANY CLAIM AGAINST BLUE SKY FLOWER FARM PARTIES ARISING OUT OF OR RELATING TO YOUR VISIT OR ACTIVITIES AT THE PROPERTY, WILL NOT EXCEED \$250, AND ANY CLAIM BROUGHT AGAINST BLUE SKY FARM PARTIES MUST BE INITIATED WITHIN SIX MONTHS OF THE PROPERTY VISIT OUT OF WHICH YOUR CLAIM ARISES.**

**3. Hold Harmless.** You agree that you will fully defend, indemnify, and hold harmless Blue Sky Flower Farm Parties from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever ( including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by

administrative action of any federal, state, or local governmental body or agency, arising out of, or in any way related to your actions or omissions or the actions or omissions of those who you are responsible for. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Blue Sky Flower Farm for all legal fees, expenses, and costs incurred by it.

4. **Authority to Enter Agreement.** Each Party warrants that the individuals who sign this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party. A parent or legal guardian must sign for any minor and agrees to provide indemnification pursuant to Paragraph 3 above, for the actions or omissions of the minor. By signing as a parent or legal guardian, the person is representing that they are indeed the parent or legal guardian of the minor for whom they are signing. Electronic signatures are acceptable and Blue Sky Flower Farm's signature can be a typed signature.

5. **Modification, Amendment and Assignment.** No modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. Blue Sky Flower Farm may assign its rights and benefits under this Agreement.

6. **Waiver.** No waiver of any provision by a Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

7. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

8. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and either Party may ask a court to modify the invalid or unenforceable provision to make it valid and enforceable and as close to the intent of the original provision as possible.

9. **Applicable Law.** This Agreement shall be governed exclusively by the laws of Minnesota, without regard to conflict of law provisions.

10. **Mediation and Exclusive Venue and Jurisdiction.** If the Parties have a dispute or claim against the other, they agree to voluntary mediation to take place before a trained mediator in

Scott County, Minnesota and to share the costs equally. A Party may bypass mediation for purposes of seeking emergency relief. If a dispute is not resolved by mediation, the Parties agree to the sole and exclusive jurisdiction of courts serving Scott County, Minnesota.

11. **Signatures.** The persons signing below have the authority to enter into this Agreement.

Blue Sky Flower Farm LLC

By: \_\_\_\_\_

Title: Owner

By:

Title: Owner of \_\_\_\_\_

or

\_\_\_\_\_  
[Name of Individual on Property including names of any minors who the parent or legal guardian is signing for.]