

# Chavez U-Pick Cherries

## RELEASE, EXPRESS ASSUMPTION OF RISK, AND IDEMNITY AGREEMENT

In consideration of the right to enter the premises, orchard or field to pick any crop, or use any equipment provided to do so, the undersigned for himself or herself, representatives, relatives, or heirs, and for minor children, acknowledge the risks inherent being in a field or orchard, using agricultural equipment, or disregarding rules established to minimize the risk of injury while doing so.

THEREFORE, THE UNDERSIGNED EXPRESSLY AGREES TO THE FOLLOWING:

1. I will use care when walking in the field recognizing that there may be debris or uneven surfaces. I expressly assume the risk of injury arising out of a condition of soil, the trees, or the crops growing from it, and release any person or entity who is otherwise responsible for these conditions.
2. I have read and understand the general safety instructions and the instructions provided for the safe use of ladders. I will inspect any ladder before I use it. If I have any doubt or question, I will seek assistance from a farm employee before using it. By using it, I accept it as free from defects and expressly assume all risk of injury, however caused, arising out of its use, including but not limited to, injury from tipping or falling, caused by a condition of the ladder, caused by a condition of the soil on which it is placed, caused by how the ladder is positioned or placed, either by myself or others, or caused by act or conduct of mine while on or using the ladder.
3. THE UNDERSIGNED UNDERSTANDS that this agreement is intended to be as broad and inclusive as the law of the State of California permits and that if any portion is invalid, it is agreed that the balance shall continue in full force and effect.
4. THE UNDERSIGNED FOR HIMSELF OR HERSELF, REPRESENTATIVES, RELATIVES OR HEIRS, AND FOR MY MINOR CHILDREN, HEREBY ASSUMES THE RISK OF USE OF THE PREMISES AND EQUIPMENT PROVIDED, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNERS, MANAGERS, THEIR AGENTS AND EMPLOYEES, EVEN IF ACTIVELY NEGLIGENT, FROM ANY LOSS, LIABILITY, DAMAGE OR COST INCURRED BY THEM.

I HAVE READ, "RELEASE ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT" AND UNDERSTAND THE FULL AGREEMENT IN IT'S ENTIRLEY AND AGREE TO IT FOR MYSELF, REPRESENTATIVE, RELATIVES, HEIRS, AND MY MINOR CHILDREN.

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Signature of Responsible Individual

Date

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Print Name

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Address, City, State, Zip

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Name of individual is signing for

Additional individual names

1. \_\_\_\_\_

5. \_\_\_\_\_

2. \_\_\_\_\_

6. \_\_\_\_\_

3. \_\_\_\_\_

7. \_\_\_\_\_

4. \_\_\_\_\_

8. \_\_\_\_\_