

Release of Liability, Waiver of Claims and Assumption of Risks

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

IN CONSIDERATION OF Jessica Dawn Pfisterer, Ryan Patrick Pfisterer operating as The Pfisterer Farm, through a partnership formed in the Province of Ontario (altogether "**The Pfisterer Farm**") permitting the individual named below ("I" or "me") to visit the Premises, defined below, and participate in the various activities, tours, and events offered by The Pfisterer Farm, including without limitation the glamping experience, (altogether, including visitation to the Premises, the "**Activities**"), at 8462 Line 6, Kenilworth, Ontario (the "**Premises**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. General Assumption of Risk and Responsibility: I am aware and understand that the Activities involve many risks, dangers and hazards, including but not limited to the risk of serious injury, death or property damage. I acknowledge that I am voluntarily participating in the Activities. I freely accept and fully assume any and all of the risks, dangers and hazards involved and the possibility of injury, death or property damage, whether caused by the negligence of The Pfisterer Farm or otherwise. Without limiting the generality of this Agreement and this General Assumption of Risk, I specifically acknowledge and accept the risks, dangers and hazards inherent with participating in the Activities on a farm, including those caused by animals, machinery, equipment, facilities and buildings, and that I may be exposed to the elements and the natural environment during my voluntary participation in the Activities. I understand that it is my responsibility to abide by all policies, guidelines and instructions provided by The Pfisterer Farm and any and all applicable laws while participating in the Activities.
2. COVID clause: Without in any way limiting the foregoing, I am specifically aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (collectively, the "**Disease**") and the risk that I may be exposed to or contract the Disease by attending at the Premises or engaging in the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including The Pfisterer Farm's employees. I understand that while The Pfisterer Farm has implemented preventative measures to reduce the spread of the Disease, The Pfisterer Farm cannot guarantee that I will not become infected with the Disease while on the Premises and that being on the Premises may increase my risk of contracting the Disease. Notwithstanding the risks associated with the disease, I acknowledge that I am voluntarily entering the Premises to engage in the Activities with knowledge of the danger involved. I hereby agree to accept and assume all risks of personal injury, illness, disability, death, or property damage, arising from my being on the Premises or engaging in the Activities, whether caused by the negligence of The Pfisterer Farm or otherwise.
3. Waiver/Release/Indemnification: I hereby expressly waive and release any and all claims which I have or may in the future have against The Pfisterer Farm, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), including but not limited to on account of injury, death or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of The Pfisterer Farm or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against The Pfisterer Farm or any other Releasee, and forever release and discharge The Pfisterer Farm and all other Releasees from liability under such claims.
4. Photography Release: I hereby grant and authorize The Pfisterer Farm the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures, and audio- or video-recordings (the "**Recordings**") taken of me during my participation in the Activities to be used in and/or for any publications, articles, shows, advertisements and promotional materials for The Pfisterer Farm, without payment or any other consideration. I waive the right to inspect or approve any finished product in

which my likeness appears. I further agree and I do hereby release and forever discharge the Releasees from any and all claims which I have or may have in the future arising out of or relating to the usage of any of the Recordings.

5. Entire Agreement clause: This Agreement constitutes the entire agreement of The Pfisterer Farm and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and The Pfisterer Farm and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.
6. Confirmation: I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE PFISTERER FARM AND THE RELEASEES. I AM NOT UNDER THE INFLUENCE OF ANY DRUGS, ALCOHOL OR OTHER INTOXICANTS. I AM NOT SUFFERING FROM ANY ILLNESS OR INCAPACITY. _____ (participant initial here)

SIGNED, SEALED AND WITNESSED AT _____, ONTARIO, as of the ____ day of _____, 2021:

Participant 's Signature (above)

Witness signature (above)

Print Name of Participant (above)

Address of Participant (above)

IF PARTICIPANT IS UNDER THE AGE OF MAJORITY:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

Signature (above)

Witness signature (above)

Print Name of Parent or Guardian (above)

Address (if different than that of Participant) (above)