

Klausmeyer Dairy Farm Tours LLC (aka Klausmeyer Farm and Pumpkin Patch) Waiver
RESPONSIBLE PARTY MEMBER WILL BE REQUIRED TO SIGN THE WAIVER UPON ENTRY
LIABILITY WAIVER FOR PARTICIPATING IN ACTIVITIES OR VISITING THE KLAUSMEYER DAIRY
FARM TOURS, LLC.

“WARNING: Under Kansas Law, there is no liability for an injury or death of a participant in a registered agritourism activity conducted at this registered agritourism location if such injury or death results from the inherent risks of such agritourism activity. Inherent risks of agritourism activities include, but shall not be limited to, the potential of you as a participant to act in a manner that may contribute, or children that are with you (“Entrant”), injury or death. You are assuming the risk of participating in this registered agritourism activity.” (d) Upon request, the registered agritourism operator shall provide to any participant a written description of the registered agritourism activity, as set forth in the registration pursuant to K.S.A. 32-1433, and amendments thereto, for which this act limits the registered agritourism operators liability at the registered agritourism location.

By entering the Klausmeyer Dairy Farm Tours LLC, the undersigned Entrant, and any minor accompanying the Entrant, (1) voluntarily assumes all risks incident to participation and activities located on the Klausmeyer Dairy Farm Tours LLC Property including the risk of lost or damaged property or personal injury; and (2) hereby expressly waives, releases and relinquishes, any and all rights, claims, or causes of action that Entrant (and any minor accompanying Entrant) may have that may arise against: Klausmeyer Dairy Farm Tours LLC, and any of their respective parent companies, subsidiaries, affiliates, officers, directors, employees and agents (hereinafter all collectively referred to as “Operators”), for bodily injury, personal injury, mental injury, property damage, death, medical expenses and any and all other economic and non-economic losses sustained by Entrant (or any minor accompanying Entrant), which: (1) arise from or are in any way related to the Klausmeyer Dairy Farm Tours LLC or The Activities located on the Klausmeyer Dairy Farm Tours LLC property or the condition of Klausmeyer Dairy Farm Tours LLC premises or equipment; or (2) are caused by the result from, in whole or in part, the NEGLIGENCE of Klausmeyer Dairy Farm Tours LLC, including any such claims brought by any person or entity claiming by or thorough Entrant. Entrant further covenants and agrees that he/she will not sue Klausmeyer Dairy Farm Tours LLC or assert any claims against them for any alleged NEGLIGENT act or omission, arising out of or in any way related to Entrant’s participation in any activities located on the property of Klausmeyer Dairy Farm Tours LLC, including but not limited to, the condition of Klausmeyer Dairy Farm Tours LLC, premises or equipment. Entrant further agrees to indemnify and hold Klausmeyer Dairy Farm Tours LLC harmless from any and all liabilities, settlements, expenses, and costs, including reasonable attorneys’ fees, incurred by Klausmeyer Dairy Farm Tours LLC in defending against claims, suits, etc. arising from Entrant’s participation in Klausmeyer Dairy Farm Tours LLC activities on its property.

Entrant understands and agrees to observe the safety requirements at all times. Entrant further agrees to follow any and all instructions provided by Klausmeyer Dairy Farm Tours LLC ,employees, and volunteers, and all signage. Klausmeyer Dairy Farm Tours LLC may revoke Entrant’s license to participate in activities located on Klausmeyer Dairy Farm Tours LLC and reject or refuse participation to any person for violation of rules, illegal activity, misconduct, or failure to comply with safety or security measures and may remove Entrant from premises without a refund.

Print Adult Name

Adult Date of Birth

Adult Signature

Today’s Date

Minor #1 Name (Print)

Minor #2 Name (Print)

Minor #3 Name

Minor #4 Name (Print)

Minor #5 Name (Print)

Minor #5 Name (Print)