

Waiver of Liability and Hold Harmless Agreement (“Agreement”)

Please note that by visiting McCall’s Pumpkin Patch (“MCP”) you voluntarily assume all risks related to exposure to the novel coronavirus (“COVID-19”).

You acknowledge that MCP has put in place preventative measures to reduce the spread of the COVID-19 which are consistent with New Mexico Department of Health regulations. You understand MCP cannot guarantee that you will not become infected with COVID-19. You understand that the risk of becoming exposed to and/or infected by the COVID-19 may result from your actions, omissions, or negligence and others.

According to the Center for Disease Control and Prevention (“CDC”) an inherent risk of exposure to COVID-19 exists in any public place where people are present. The CDC has COVID-19 as an extremely contagious disease that can lead to severe illness and death. Senior citizens and guest with underlying medical conditions are especially vulnerable. By visiting our farm, you are on behalf of yourself or any invitees, voluntarily assuming all risks related to exposure to COVID-19 or any other diseases.

By purchasing tickets, you understand the hazards of the COVID-19 and are familiar with the CDC guidelines regarding COVID-19. You acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and you accept full responsibility for familiarizing yourself with the most recent updates. You acknowledge the contagious nature of COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

By entering MCP you are affirming that neither you nor anyone in your party are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell and nobody believes that they have been exposed to someone with a suspected and/or confirmed case of COVID-19. Also, you are also affirming that both you and anyone in your party that has traveled outside of New Mexico recently has followed the relevant quarantine rules upon their return to New Mexico.

You hereby indemnify, defend and hold harmless MCP from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

By purchasing these tickets, you express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE MCP. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of New Mexico. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. IN SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND REPRESENT THAT you have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as your own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have

been made; You admit you are at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

By purchasing tickets for others including your children, you have identified that you will ensure that they understand the content of this Agreement and agree.