

## Kuchta Farms Photographer and Client Waiver and Indemnity Agreement

I hereby waive any and all claims or right of any nature whatsoever, which I or my company or client may hold or come to hold against Kuchta Farms, LLC of Newton Falls, Ohio, or any of its principals, officers, employees, shareholders, or agents (all being referred to hereafter as Kuchta Farms) which may arise from my or my company's occupation or use of property owned, controlled or leased by Kuchta Farms and located in Braceville Township, Ohio. Said claims or rights could include, but are not limited to, claims for personal injuries.

I and my company agree to defend, indemnify, and save Kuchta Farms harmless from any and all suits or claims which might be brought by third persons, including but not restricted to my employees, agent, and customers, which may be caused by, or related in any way to, my use or occupation of property owned, controlled or leased by Kuchta Farms. I understand that I am using or occupying Kuchta Farms' premises and "as is" with no warranty from Kuchta Farms as to said property's condition or safety.

I further agree to take all reasonable precautions, while occupying Kuchta Farms' property, to ensure the safety of myself, my employees, my customers, and other third parties. I understand that, as consideration for this release, I will follow the rules outlined in the Photography Policy. I understand that I am permitted in designated areas on the farm only and I further understand that neither I nor anyone in my group will not take, disrupt or "borrow" anything on the farm. I have been fully informed and waive any liability before my photography session.

Photographer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone # \_\_\_\_\_

Company: \_\_\_\_\_

Client Signature\*: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone # \_\_\_\_\_

\*Signature of Parent/Guardian is required for minor subjects