

KUCHTA FARMS, LLC

TERMS & CONDITIONS, LIABILITY WAIVER, AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE AND YOUR RIGHT TO A JURY TRIAL.

This Terms & Conditions, Liability Waiver, and Assumption of Risk Agreement (this "Agreement") governs all visits to, and use of, the property, facilities, equipment, and activities of Kuchta Farms, LLC ("Kuchta Farms") by any guest, participant, renter, or visitor (collectively, "Guest" or "Participant"). By entering Kuchta Farms' property (the "Premises"), purchasing a ticket, or participating in any activity offered by Kuchta Farms, you agree to be bound by this Agreement on behalf of yourself and any minors in your care.

1. General Visit Terms

1.1 Payment

Cash and credit/debit cards are accepted at Kuchta Farms.

1.2 Crop and Weather Availability

Crop availability is weather dependent and may change at a moment's notice. Kuchta Farms will not issue refunds in the event of crop failures or shortages.

1.3 No Refunds

All ticket sales, admissions, season passes, and rental fees are non-refundable and non-transferable, including in cases of inclement weather, mechanical failure, behavioral ejection, or attraction closures. There are no refunds, returns, or exchanges under any circumstance.

1.4 Hours and Attraction Changes

Farm hours, operating days, and individual attractions are subject to change or closure without notice due to weather, mechanical failure, or other operational reasons, at Kuchta Farms' sole discretion.

2. Ohio Agritourism Immunity Notice

WARNING — under the Ohio agritourism immunity statute (Ohio Revised Code § 901.80), there is no liability for an injury to or death of a participant in an agritourism activity conducted at this location if that injury or death results from the inherent risks of agritourism activities.

Inherent risks include, but are not limited to, risks of injury inherent to land, equipment, animals, and structures, and the potential for a participant to act in a negligent manner that may contribute to their own injury or death, including by failing to follow instructions or exercise

reasonable caution. By participating in any agritourism activity at Kuchta Farms, you are assuming the risk of participating in that activity.

3. Assumption of Risk

Kuchta Farms offers a wide range of activities and attractions, which may include, without limitation: corn mazes, hayrides, animal encounters and petting zoo experiences, playgrounds, dry slides, inflatables, jumbo jumping pillows, pedal carts, engine-powered trains and tractor rides, open-flame campfires and fire pits, ropes climbing and climbing exhibits, ball games and other physical games, water features, concessions, and other seasonal recreational or entertainment activities (collectively, "Activities").

You acknowledge that the Activities are inherently dangerous and involve both known and unknown risks that cannot be eliminated without changing the nature of the Activities, including but not limited to: slips, trips, falls, and collisions; animal bites, scratches, or unpredictable animal behavior; exposure to pathogens from animals or animal feed and waste; allergic reactions; bruises, sprains, torn ligaments, dislocations, and fractures; equipment, building, or mechanical failure or malfunction; weather exposure and uneven or unpredictable terrain; physical exertion; the behavior or negligence of other participants, Kuchta Farms, or third parties; lack of supervision or trained activity monitors; lack of proper padding, netting, or other safety measures; and illness, including known or unknown infectious or communicable diseases, epidemics, or pandemics. These risks may result in bodily injury, illness, emotional distress, property damage, paralysis, permanent disability, or death.

You voluntarily and knowingly assume full responsibility for all such risks, whether arising on or off the Premises, and whether arising from the condition of the Activities, equipment, or Premises, or from the negligence of Kuchta Farms, other guests, or any third party.

4. Participant Certifications

By participating in any Activity, you certify that you:

1. Have no physical or mental limitation or condition, including pregnancy, that would prohibit or impair your safe participation;
2. Are not intoxicated and are not taking any prescription or non-prescription drug that would prohibit or impair your safe participation;
3. Are not participating against the advice of any medical professional;
4. Will exercise your own judgment to determine your level of fitness, skill, and health needed to participate, and will only participate in Activities for which you have sufficient skill to avoid injury;
5. Understand and will abide by all posted rules, signage, and staff or verbal instructions for each Activity, and have had the opportunity to ask questions;

6. Understand that, beyond posted rules and verbal instructions, Kuchta Farms does not provide guidance or instruction on how to use the Activities, and that some Activities are unstaffed;
7. Accept sole responsibility for your own conduct while participating, and will not rely solely on supervision or monitoring provided by Kuchta Farms; and
8. Are responsible for closely watching and supervising any minors in your care at all times while on the Premises, ensuring they use the Premises and Activities safely and follow all posted rules.

5. Release of Liability, Waiver, Covenant Not to Sue, and Indemnification

IN CONSIDERATION OF BEING PERMITTED TO ENTER THE PREMISES AND PARTICIPATE IN ANY ACTIVITY, you, on behalf of yourself and any minors in your care, and your respective heirs, estates, executors, administrators, assigns, and legal representatives (collectively, “Releasers”), agree as follows:

Release

Releasers fully and forever release, waive, discharge, and covenant not to sue Kuchta Farms, LLC, and its owners, officers, members, agents, employees, volunteers, contractors, successors, assigns, insurers, and the owners and operators of the Premises (collectively, “Released Parties”) from any and all claims, demands, causes of action, liabilities, damages, costs, or expenses of any kind arising out of or related to your entry onto the Premises, participation in any Activity, use of any equipment, or your purchase or use of any item on the Premises — including claims based on the negligence of the Released Parties — to the fullest extent permitted by Ohio law.

Covenant Not to Sue

Releasers agree they will not sue or bring any claim against the Released Parties for any injury, loss, or damage covered by this Agreement.

Indemnification

Releasers agree to defend, indemnify, and hold harmless the Released Parties from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney’s fees, arising out of or related to Releasers’ access to or use of the Premises or participation in any Activity — including claims brought by or on behalf of a minor in your care, and claims arising from any person’s wrongful representation of authority to accept this Agreement on another’s behalf.

This release, waiver, and indemnification applies regardless of whether the injury, loss, or damage results from the negligence of the Released Parties, and includes any claim relating to first-aid or medical treatment provided, or not provided, by the Released Parties.

6. Liability for Personal Property

Kuchta Farms does not provide insurance coverage for, and is not liable for, any guest's personal property that is lost, stolen, or damaged while on the Premises, including the contents of any vehicle, whether or not Kuchta Farms was negligent. You are solely responsible for the protection of your own personal property while visiting.

7. Emergency Medical Treatment

You consent to emergency medical treatment if Kuchta Farms determines it is necessary during your visit. You understand and agree that you are solely responsible for any medical expenses resulting from such treatment.

8. Minors and Children

If you are entering the Premises with, or signing on behalf of, a minor, you represent — under penalty of perjury — that you are the minor's parent or legal guardian, or are otherwise authorized to act on the minor's behalf, and that you have the legal authority to agree to this Agreement and to waive the minor's rights as described herein. You are solely responsible for supervising any minor in your care at all times while on the Premises, including ensuring the minor remains supervised near fire, water, animals, and all other Activities, and follows all posted rules. Misrepresenting your authority to accept this Agreement on a minor's behalf may subject you to personal liability for claims brought by or on behalf of that minor.

9. Firepit & Party Area Rentals

If you rent a firepit, party area, or other private event space at Kuchta Farms (the "Rental Area"), the following additional terms apply:

- Only Kuchta Farms staff may ignite or extinguish any fire.
- No unauthorized materials — including outside wood, trash, accelerants, or fireworks — may be burned in the firepit.
- Children must be supervised near any fire at all times.
- Outside food and drink are permitted unless otherwise posted; glass containers are not permitted.
- The renter is responsible for leaving the Rental Area free of trash and debris.
- The renter and their guests must act responsibly and follow all staff instructions; disorderly conduct, alcohol abuse, or unsafe behavior may result in removal without refund.
- Rentals are rain-or-shine. In the event of severe weather, Kuchta Farms may reschedule the rental or issue a credit, at its discretion.
- The renter is responsible for supervising all guests in their party, including minors, for the duration of the rental.

10. Photography, Video, and Media Release

By entering the Premises, you consent to your likeness, name, image, voice, and/or recorded performance being photographed, filmed, or recorded by Kuchta Farms, and to Kuchta Farms' irrevocable right to use such photographs and recordings, without compensation, for any lawful purpose — including advertising, promotional, and other commercial purposes — in any medium now known or hereafter devised, worldwide, in perpetuity, without restriction as to alteration. You waive any right to inspect or approve the resulting photographs or recordings, and you release Kuchta Farms from any liability arising from such use. This release also extends to and binds any minors in your care.

11. Privacy

Kuchta Farms collects, uses, and secures guest information in connection with your visit and participation in Activities, as described in our Privacy Policy at <https://kuchtafarms.com/photo-privacy-policy/>. By entering the Premises, you acknowledge and agree to that Privacy Policy.

12. Arbitration Agreement, Venue, and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR RIGHT TO SUE IN COURT AND YOUR RIGHT TO A JURY TRIAL.

You and Kuchta Farms agree that any dispute, claim, or controversy arising out of or relating to this Agreement, your access to or use of the Premises, or your participation in any Activity — including the scope, interpretation, arbitrability, or validity of this Agreement — will be resolved exclusively by binding arbitration before a single arbitrator in the Ohio county where the relevant Kuchta Farms facility is located, rather than in court. Both parties waive their right to a jury trial and their right to bring or participate in a class, collective, or representative action; all claims must be brought in an individual capacity only.

Any claim must be brought within one year of the date of the alleged injury for an adult, or within the applicable Ohio statute of limitations for a minor. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The arbitrator may not award punitive or exemplary damages, and no award may exceed the amount of the claim submitted. This section does not prevent either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If either party files suit in violation of this section, that party agrees to reimburse the other for costs and attorney's fees incurred in enforcing this section. This Agreement is governed by Ohio law, without regard to its choice-of-law principles.

In the event of any injury, you agree to notify Kuchta Farms staff before leaving the Premises on the date of the injury.

13. Authorization and Acknowledgment

By accepting this Agreement — whether by signature, electronic acceptance, or by entering the Premises — you represent, under penalty of perjury, that you are authorized to accept this Agreement on behalf of yourself and any individuals in your care, including any minors, and that

you have the authority to waive their rights as described herein. You acknowledge that Kuchta Farms is relying on this representation in allowing you and those in your care to enter the Premises, and that a false or inaccurate representation may subject you to liability, including for defense, indemnification, and any resulting claims.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT IS A LEGALLY BINDING DOCUMENT, AND HAVE HAD A REASONABLE OPPORTUNITY TO READ IT AND CONSULT LEGAL COUNSEL (OR HAVE VOLUNTARILY WAIVED THAT OPPORTUNITY). YOU EXECUTE THIS AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE.

This Agreement is complete in itself, and no oral promise or representation outside this document is binding on Kuchta Farms.

14. General Provisions

Applicability

This Agreement applies to every visit to Kuchta Farms' Newton Falls/Braceville location, and to any other Kuchta Farms or affiliated location, each time you or those in your care enter the Premises. If you have previously signed a similar agreement, the terms of this Agreement control to the extent of any conflict.

Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in full force and effect.

Entire Agreement

This Agreement constitutes the entire understanding between you and Kuchta Farms regarding its subject matter and supersedes any prior discussions or representations.

15. Text Message (SMS) Marketing Consent

By providing your phone number, you consent to receive text messages from Kuchta Farms, including promotions, event reminders, seasonal updates, and weather-related closure notices. Message frequency varies. Message and data rates may apply. You may opt out at any time by replying STOP, or reply HELP for assistance. Consent to receive texts is not a condition of any purchase or service. Carriers are not liable for delayed or undelivered messages. For more information, see our Privacy Policy.

ACKNOWLEDGMENT

I HAVE READ AND UNDERSTOOD THIS ENTIRE AGREEMENT, INCLUDING THE LIABILITY RELEASE, ASSUMPTION OF RISK, AND ARBITRATION AND CLASS ACTION WAIVER PROVISIONS ABOVE. I AM SIGNING THIS AGREEMENT VOLUNTARILY ON BEHALF OF MYSELF AND ANY MINORS IN MY CARE.

Participant Name (print): _____

Signature: _____

Date: _____

Minor(s) Name(s), if applicable: _____