



FIREFLY GROVE RELEASE OF LIABILITY

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in events at Firefly Grove (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in the same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Viewsfordays LLC, DBA Firefly Grove, located at 30185 Via Maria Elena, Bonsall, California 92003, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

EXPANDED RISK AWARENESS

ANIMAL INTERACTIONS

I acknowledge and understand that Firefly Grove may have live animals on-site. I understand that interacting with or being in the vicinity of these animals carries inherent risks, including but not limited to bites, scratches, allergic reactions, and transmission of zoonotic diseases. I voluntarily assume all risks related to such interactions and agree to release and hold harmless Firefly Grove, its agents, employees, and affiliates from any and all claims related to animal-related incidents.

AGRICULTURAL AND OUTDOOR ACTIVITIES

I understand that participation in agricultural and outdoor activities may involve risks such as the use of equipment, exposure to uneven terrain, falling objects, or environmental hazards (e.g., plants, insects, or weather conditions). I assume full responsibility for my participation in these activities and release Firefly Grove from any liability arising from injuries or damages sustained during such activities.

ENVIRONMENTAL HAZARDS

I acknowledge that I will be exposed to various outdoor conditions during my stay at Firefly Grove. I accept the risks associated with weather conditions, natural terrain, and potential wildlife encounters, and agree to hold Firefly Grove harmless for any injuries, damages, or losses arising from these environmental factors.

MINORS AND SUPERVISION

I acknowledge that any minors accompanying me are my responsibility, and I assume full responsibility for their safety and well-being during our stay or participation in activities at Firefly Grove. I agree to supervise minors at all times and ensure their compliance with all rules and guidelines provided by Firefly Grove.

COMMUNICABLE DISEASES

I understand that there is an inherent risk of exposure to communicable diseases, including but not limited to COVID-19, at any public or private venue. I assume all risks related to potential exposure and release Firefly Grove from any liability related to such exposure.

PHOTOGRAPHY AND MEDIA RELEASE

I consent to the use of my likeness in photographs or videos taken at Firefly Grove for promotional, marketing, or advertising purposes. I understand that I will not be compensated for such use.

ALCOHOL CONSUMPTION

I acknowledge that if I choose to consume alcohol on the premises, I do so responsibly and at my own risk. I release Firefly Grove from any liability related to alcohol consumption and agree to assume full responsibility for any consequences resulting from the consumption of alcohol.

EMERGENCY MEDICAL SITUATIONS AND EVACUATIONS

I acknowledge that Firefly Grove is located in a rural area, and in the event of an emergency, medical assistance may not be immediately available. I understand and agree that Firefly Grove staff may provide initial emergency assistance and, if necessary, facilitate my transport to the nearest medical facility, and I assume all responsibility for costs associated with such care.

USE OF EQUIPMENT AND FACILITIES

I acknowledge that I am responsible for the safe and proper use of any facilities or equipment provided by Firefly Grove. I assume all risks associated with the use of such facilities or equipment and agree to release Firefly Grove from any liability related to equipment use.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Viewsfordays LLC, DBA Firefly Grove to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially

responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of a Firefly Grove official or agent regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE VIEWSFORDAYS LLC, DBA FIREFLYGROVE AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST FIREFLY GROVE FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Viewsfordays LLC, DBA Firefly Grove, its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

Force Majeure

Neither Party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including, but not limited to, acts of God, war, terrorism, civil disturbance, government actions, labor strikes, or other events of force majeure. The Party affected by such an event shall notify the other as soon as practicable and take reasonable steps to resume performance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant and Viewsfordays LLC, DBA Firefly Grove agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

The Participant and Firefly Grove agree to initial each page of this Agreement to signify acknowledgment and acceptance of all terms stated herein.

Signature: _____

Date: _____