

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT**

PARTICIPATION AGREEMENT. The undersigned Participant(s) for themselves and their heirs, executors, administrators, successors and assigns, acknowledge and agree that Participant(s) shall be purchasing meat, poultry, eggs and other consumable and processed products (the "Products") from **Peck-n-Coop Family Farm, LLC**, the Ohio limited liability company ("**Peck-n-Coop**"), with an address of 10950 Township Road 235, Kenton, Ohio 43326, for the consumption by Participant(s) and their immediate family.

ASSUMPTION OF THE RISK. I understand that the processing of the Products inherently involves risks and the consumption of the Products may result in personal or bodily injury and other social and economic losses associated therewith. Further, there may be other risks not known or not reasonably foreseeable at this time. I am aware of the risks associated with these actions, which includes the possibility of serious injury. I hereby assume full responsibility and liability for any and all damages, injuries, or losses that I may sustain or incur in connection with my purchase of the Products from Peck-n-Coop.

RELEASE AND WAIVER. In consideration of being allowed to purchase the Products from Peck-n-Coop, the undersigned, for myself, itself, my personal representatives, guardians, heirs, next of kin, and successors and assigns, hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE Peck-n-Coop, together with its officers, members, employees, agents, and volunteers of all of the foregoing (collectively, the "**Releasees**"), from any liability to the undersigned, my family, and heirs and next of kin for any of the foregoing and all claims, demands, losses, expenses or damages on account of damage to personal property or injury caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

INDEMNITY AGREEMENT. I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement the undersigned, or anyone on my behalf, makes a claim against one of the Releasees as a result of the activities described herein, I WILL INDEMNIFY, REIMBURSE, and FOREVER HOLD HARMLESS the Releasees from any and all injuries, costs, damages, causes of action, claims and any consequential and incidental damages, including attorney fees, arising out of or resulting from any injury, death, or damage to property which I may sustain or cause as a result of the purchase of the Products from Peck-n-Coop.

MISCELLANEOUS. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

Participant's Name(s): _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

Participant Signature
Date: _____

Participant Signature
Date: _____