

MOUNTAIRE CORPORATION, MOUNTAIRE FARMS INC., MOUNTAIRE FARMS OF
DELAWARE, INC. and MOUNTAIRE FARMS, L.L.C.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the “Thanksgiving for Thousands” event sponsored by Mountaire Farms, I CONVEANT NOT TO SUE and hereby RELEASE, WAIVE, and DISCHARGE Mountaire Corporation, Mountaire Farms Inc., Mountaire Farms of Delaware, Inc., and Mountaire Farms, L.L.C. and each of their officers, servants, agents, and employees (hereinafter referred to as “RELEASEES”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or other guest, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me or my guest(s).

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any and all losses, liabilities, damages and costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind me and my guest(s). This shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Delaware.

5. I UNDERSTAND THAT NONE OF THE RELEASEES IS RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY SUSTAINED.

6. I understand that, while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the RELEASEES, activity holders, producers, sponsors, organizers, and assigns. I understand that I am not required to sign this consent and am not entitled to any compensation or royalties with respect to the RELEASEES’ use of my likeness.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least sixteen (16) years of age and fully competent; and I execute this Waiver of Liability and Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by same.

All volunteers/participants **MUST** be 16 years of age or older.

IN WITNESS WHEREOF, I have hereunto set my hand on this 19th or 20th (CIRCLE) of November, 2020.

Participant’s Name (PRINT)

Participant’s Address

Participant’s Signature

Date

Parent/Guardian Signature

Date

(If under 18 years old, Parent or Guardian must also sign.)