**\*BY LAW, AN AGRITOURISM PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN AGRITOURISM ACTIVITIES RESULTING FROM THE INHERENT RISKS OF AGRITOURISM ACTIVITIES.\***

**RELEASE, WAIVER, & INDEMNITY AGREEMENT**

The undersigned (hereinafter referred to as “Visitor”), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as “Maple Tree Farm”, and/or to use or come into contact with livestock, machinery, and/or facilities either owned or controlled by JAPAL AG-ED, INC., (hereinafter the “Corporation”), and/or to receive rentals, tours, training or instruction from the agents or employees of the Corporation, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or engaging in Agritourism activities, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

**THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS MAPLE TREE FARM AND/OR TO USE OR COME INTO CONTACT WITH LIVESTOCK, MACHINERY AND FACILITIES OWNED OR CONTROLLED BY THE CORPORATION AND/OR TO RENT, TOUR, RECEIVE TRAINING OR INSTRUCTION FROM THE AGENTS OR EMPLOYEES OF THE CORPORATION, VISITOR KNOWINGLY AND EXPRESSLY WAIVES VISITOR'S RIGHTS TO SUE THE CORPORATION, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO VISITOR OR TO VISITOR'S PROPERTY, AND VISITOR AGREES TO ASSUME ALL RISKS INHERENT IN VISITING OR OTHERWISE COMING IN CONTACT WITH LIVESTOCK, MACHINERY, AND FACILITIES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO VISITOR OR TO VISITOR'S PROPERTY. VISITOR ACKNOWLEDGES THAT VISITOR HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF AGRI-TOURISM & FARM ACTIVITIES, INCLUDING THOSE DANGERS OR CONDITIONS THAT ARE AN INTEGRAL PART OF AN AGRITOURISM ACTIVITY INCLUDING CERTAIN HAZARDS, INCLUDING SURFACE AND SUBSURFACE CONDITIONS; NATURAL CONDITIONS OF LAND, VEGETATION, AND WATERS; THE BEHAVIOR OF WILD OR DOMESTIC ANIMALS; AND ORDINARY DANGERS OF STRUCTURES OR EQUIPMENT ORDINARILY USED IN FARMING AND RANCHING OPERATIONS. INHERENT RISKS OF AGRITOURISM ACTIVITY ALSO INCLUDE THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, INCLUDING FAILING TO FOLLOW INSTRUCTIONS GIVEN BY THE AGRITOURISM PROFESSIONAL OR FAILING TO EXERCISE REASONABLE CAUTION WHILE ENGAGING IN THE AGRITOURISM ACTIVITY.**

**VISITOR EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO VISITOR AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF VISITOR, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.2-6400, ET SEQ., AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA AGRITOURISM ACTIVITY LIABILITY ACT.** **IF VISITOR IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY VISITOR'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (I) TO WAIVE THE PARENT'S, GUARDIAN'S, AND VISITOR'S RIGHTS TO SUE THE PARTIES NAMED HEREIN; (II) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND VISITOR, THE RISKS SET FORTH HEREIN, IN ADDITION TO ALL OTHER RISKS OF PARTICIPATING IN AGRI-TOURISM, OR OTHERWISE COMING INTO CONTACT WITH LIVESTOCK & MACHINERY OR FACILITIES; AND (III) TO INDEMNIFY AND HOLD HARMLESS THE CORPORATION, ITS SHAREHOLDER, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY VISITOR (OR VISITOR'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY THE CORPORATION, ITS SHAREHOLDER, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.**

This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

**Visitor has been advised to wear appropriate hard-soled, heeled footwear at all times, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting footwear which does not adequately protect against injury.**

**Terms and Conditions of Use and Ticket Purchase**

*Last Updated: 9/15/2025*

These Terms of Use (“Terms”) govern your use of JAPAL AG-ED INC websites and mobile applications—including, without limitation, [www.mapletreefarmva.com](http://www.mapletreefarmva.com), [www.hauntedhollowva.com](http://www.hauntedhollowva.com)—(collectively, the “Site”), and your purchase, possession, or use of any JAPAL AG-ED INC tickets, products, or services (collectively, the “Services”).

By using this Site or purchasing a ticket, you agree to be bound by these Terms. If you do not agree, you should not use the Site or purchase a ticket.

**1. Changes to Terms**

We may update these Terms from time to time. Any changes will be effective when posted on the Site, with the “Last Updated” date indicating the latest revision.

* Changes will **not apply retroactively** to tickets or services already purchased before the revision date, unless required by law.
* Your continued use of the Site or purchase of tickets after changes are posted constitutes acceptance of the updated Terms.

**2. Agritourism Liability Notice**

* **Attention: Under the Virginia Agritourism Activity Liability Act (§ 3.2-6402):**
“There is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risks include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for a participant to act in a negligent manner that may contribute to their own injury or death. You are assuming the risk of participating in this agritourism activity.”

This notice is posted pursuant to Virginia law and applies to all guests entering Haunted Hollow Va, Maple Tree Farm Va owned and operated by JAPAL AG-ED INC.

**3. Tickets and Assumption of Risk**

* Your ticket is a **revocable license** and may be revoked, with admission refused, upon refund of the purchase price.
* Attendance at any JAPAL AG-ED INC event involves inherent risks. By purchasing or using a ticket, you voluntarily assume all risks of injury or damages associated with your attendance.
* In consideration of entry, you agree to **release and hold harmless** JAPAL AG-ED INC, its affiliates, officers, directors, employees, agents, and the property owner from any liability, harm, injury, or death, costs, or expenses arising from your attendance—**except in cases of gross negligence or willful misconduct**.

**4. Code of Conduct**

By purchasing a ticket, you agree to comply with all posted and announced rules, regulations, and standards of conduct.

* Failure to comply may result in removal from the event without refund.
* Management reserves the right to take any action deemed appropriate, including warnings, removal, or referral to law enforcement.

**5. Refund and Cancellation Policy**

* **All sales are final**. We maintain a **no-refund policy** for unused tickets.
* If JAPAL AG-ED INC cancels an event due to weather or other circumstances, you will receive a refund of the ticket purchase price, **minus applicable service charges** (defined as transaction, processing, or third-party vendor fees).
* If the event is open and you do not attend or redeem your ticket, no refund will be provided.
* Any and all changes to your order must be made **before the scheduled event time** of your ticket.

**6. Communications Consent**

By purchasing a ticket, you consent to receive email and/or text communications from JAPAL AG-ED INC regarding your order, cancellations, delays, or upcoming events.

* You may opt out of promotional communications at any time, but **operational notices regarding your ticket and event attendance may only be sent by email or text**.
* You confirm that you are the subscriber of the phone number provided, and you consent to receive text messages under the **Telephone Consumer Protection Act (TCPA)**.

**7. Photography and Media**

By attending an event, you acknowledge and agree that you may be photographed, recorded, or otherwise captured on video.

* Such images and recordings may be used by JAPAL AG-ED INC for **promotional, advertising, and media purposes** without further approval or compensation.
* If you do not wish to appear in photographs or recordings, please notify event staff upon arrival.

**8. Governing Law**

These Terms and your use of the Site and Services shall be governed by, and construed in accordance with, the laws of the **Commonwealth of Virginia**, without regard to its conflict of law rules.

**9. Severability**

If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force and effect.