

## **VISITOR WAIVER, RELEASE OF LIABILITY, AND IMAGE RELEASE AGREEMENT READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in activities at Precision Planting's Winter Conference ("WC"), I agree for myself and (if applicable) for the members of my family, to the following:

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by any employee, representative, or agent of Precision Planting LLC.

I recognize that COVID-19 is a worldwide pandemic and that COVID-19 is extremely contagious and is believed to spread mainly from person to person contact. I recognize that Precision Planting has put in place preventative measures to reduce the spread of COVID-19; however, I recognize that Precision Planting **cannot** guarantee that I or my family members (if applicable) will not become infected with COVID-19. I recognize that attending WC could increase my risk or my family's risk (if applicable) of contracting COVID-19.

I represent for myself and my family (if applicable) that within the last 14 days that I or my family have (i) not returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice, (ii) not been exposed to any person returning from a highly impacted area subject to a CDC Level 3 Travel Health Notice, or (iii) not been exposed to any person who has a suspected or confirmed case of COVID-19.

I wish to participate in activities sponsored by Precision Planting LLC at the WC. I recognize that there are certain inherent risks associated with the activities at the WC. I understand that my participation is at my own risk. In exchange for being permitted to participate in activities at the WC, I assume full responsibility for personal injury to myself and (if applicable) my family members, loss, or damage.

On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, I release and waive Precision Planting LLC and any of Precision Planting LLC's employees, representatives, and agents (individually or collectively hereinafter "**Precision Planting**") from any and all liability, including but not limited to, liability arising from the negligence or fault of Precision Planting for my death, disability, personal injury, property damage, property theft, infection, or actions of any kind that may hereafter occur to me including my traveling to and from the WC.

I and (if applicable) my family members indemnify, hold harmless, and promise not to sue Precision Planting from any and all liabilities or claims made as a result of participation in activities at the WC, whether caused by negligence or otherwise.

I agree to indemnify and defend Precision Planting against all claims, causes of action, damages, judgments, costs, expenses, including attorney fees or any litigation costs, which in any way arise from my or my family's use of or presence at the WC.

I consent and agree on behalf of myself and (if applicable) my family members that Precision Planting may take photographs or recordings of me as a participant during my activities at the WC and use these photographs or recordings in any and all media for training or promotional purposes. I further consent that my identity and (if applicable) my family members' identities may be revealed therein or by description text or commentary. I waive on behalf of myself and (if applicable) my family members any rights, claims, or interest, and I understand that there will be no financial or other remuneration.

This waiver, release of liability, and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

I agree that my clicking the "I understand by checking this box I consent to the "Visitor Waiver, Release of Liability, and Image Release Agreement" button:

- shall serve as my signature for the above Visitor Waiver, Release Of Liability, and Image Release Agreement and that I agree to be bound by this agreement; and
- if I am signing as a parent or guardian, I hereby represent that I am, in fact, acting in such capacity, have consented to my child or ward's participation in activities at the WC, and have agreed individually and on behalf of the child or ward, to the terms of the Visitor Waiver, Release Of Liability, and Image Release Agreement set forth above.