

SW Ranches Pumpkin Patch Festival

Event Waiver, Release of Liability & Hold Harmless Agreement

In consideration for participating in all of the SW Ranches Pumpkin Patch Festival activities, such as carnival rides, inflatable attractions, and other festival activities, taking place October 16-19, 2025 at Southwest Ranches Sanctuary Park, all participants purchasing or redeeming tickets to the event, hereby agree as follows:

 I acknowledge and represent that I will obey, at all times, all instructions, orders and commands given by festival supervisors, coordinators, staff, firefighters, police officers, directors, volunteers or other authorized representatives, or the designees of any of these, for the Town of Southwest Ranches and the SW Ranches Pumpkin Patch Festival LLC. I understand that failure to abide by these expectations may result in my immediate removal from the festival, and appropriate legal consequences will be taken.

 In exchange for being permitted to participate in the festival, I hereby release the SW Ranches Pumpkin Patch Festival LLC, and all employees, officers, agents, representatives and volunteers of the foregoing (all collectively referred to as the "Released Parties") from liability for and hereby waive any and all claims for any loss, damage, injuries to person or property, death, claims, demands, lawsuits, expenses and any other liability of any kind, or of to me, or by any other person that I purchased a ticket for, directly or indirectly arising out of, or in connection with attendance at the festival. I understand that I participate at my own risk. Any injuries that require medical treatment during the event will be done at my own expense.

 Your entry and presence to the SW Ranches Pumpkin Patch Festival constitutes your consent to be photographed, filmed, and/or otherwise recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of your appearance, voice, and name for any purpose whatsoever in perpetuity in connection with the SW Ranches Pumpkin Patch Festival and its initiatives, including, by way of example only, use on websites, in social media, news and advertising. By entering the event premises, you waive and release any claims you may have related to the use of recorded media of you at the event, including, without limitation, any right to inspect or approve the photo, video or audio recording of you, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement or for any fees for use of such record media. You understand that all photography, filming and/or recording will be done in reliance on this consent. If you do not agree to the foregoing, please do not enter the event premises.

 I certify that I will read all signs posted on the carnival rides and inflatables in advance of participating on the attraction, and follow all applicable rules listed on the sign pertaining to height, weight, health, and safety requirements. I understand that participating in amusement rides involves inherent risks, and I participate at my own risk.

 This Agreement shall be governed by the laws of the State of Florida, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of Florida. If any section of this waiver is invalidated, the remainder of the waiver shall continue in full legal force.

By purchasing a ticket to enter the festival grounds, I acknowledge that I have read and understood the above, Event Waiver, Release of Liability & Hold Harmless Agreement, and voluntarily agree to its terms. I understand that I am giving up substantial rights, including my right to sue. I confirm that I am acknowledging a complete and unconditional release of all liability to the greatest extent allowed by law.