

POYNETTE . WISCONSIN N2767 Mountford Rd. Poynette, WI 53955

## Waiver for Single Family Photo Sessions

<b>Contact Information for Far</b>	nily:			
Name (Main Family Contact):				
City / State / Zip:				
Contact Information for Pho	otographer:			
Name (Photographer & Com	oany):			
Phone Number:				
Mailing Address:				
City / State / Zip:				
Date(s) of Photo Shoot(s):				
		No. of Sessions:		
Additional Information:				

Rates: The fee is \$25 / one-hour session, \$50 / three-hour session, & \$100 / five-hour session weekdays. The price doubles on weekends (Saturday & Sunday) and does not include admission.

Creek Bed Farmacy, LLC reserves the right to cancel the reservation. Creek Bed Farmacy, LLC is not liable for acts out of its control that affect the shoot such as weather, acts of God or emergencies. In all cases, the Photographer and family will be given, in Creek Bed Farmacy, LLC's sole discretion, the possibility to reschedule the event.

Strawberry Season Hours: Monday - Friday 7am - 7pm or Saturday & Sunday 7am - 5pm

Fall Hours: Monday (Closed) Tuesday - Friday 9am - 2pm Saturday & Sunday 11am - 6pm.

No prior drop-off and/or pick-up after completion of shoot of equipment, props, etc., unless negotiated at time of rental contract. Additional fees may apply.

ELECTRICAL USAGE is not included and not easily available.

**CLEANING & TRASH** Photographer and family agrees to leave the premises (land, crops, buildings, equipment) in the same condition as they were when they arrived. All items brought to the Premises are to be removed by the Photographer and family. Items left after 7 days will be assumed abandoned and may be discarded with no compensation due.

## FARM RULES

- Please do not enter flowerbeds, animal displays, or crop rows. Remain on the pathway at all times. You may carefully enter strawberry beds or sunflower fields. Any produce or flowers picked need to be paid for.
- No alcoholic beverages may be brought onto the premises.
- No smoking or vaping will be permitted on the premises.
- No pets are allowed at CBF due to food safety certifications & insurance restrictions.
- No clothing changes are permitted.

- Do not disturb or remove plants, plant labels, or containers.
- Do not block entrances, pathways, or farm areas for use by others in any way.
- Everyone must park in the parking lot during open hours. Hayrides will take you to various locations if running.
- No drones without special permission.

**CONDUCT** Creek Bed Farmacy, LLC's customers have priority in all situations. The Photographer and family shall not block them from going about their visit in any way in order to take photographs. The photographs shall not have any inappropriate content (nudity, vulgar or offensive). The photographer will not take photographs of Creek Bed Farmacy customers or staff without their approval. The Photographer shall be solely responsible for the conduct and welfare of all persons accompanying the Photographer while on the Creek Bed Farmacy, LLC's property. The Photographer agrees that a Creek Bed Farmacy, LLC's representative may be present at any time. If the representative observes or otherwise becomes aware of dangerous, illegal, or negligent practices or activities, the representative reserves the right to stop the shoot and may require the Photographer and Photographer's party to leave immediately. In such a case no refund will be given. However, Creek Bed Farmacy, LLC and its representatives assume no responsibility to act in such cases.

**USE OF LOGO AND NAME** Any use of the Creek Bed Farmacy, LLC's logo, name or anything that clearly identifies the location as Creek Bed Farmacy is prohibited without written consent from Creek Bed Farmacy, LLC.

**AREAS ALLOWED** The Photographer will be given, in Creek Bed Farmacy, LLC's sole discretion, the possibility to take pictures in the Strawberry Fields, Sunflower Fields, Play Yard, outside of Hay Bale Theatre, Pumpkin Patch & Corn Maze Entrance / Exit. The Photographer will be informed if some areas are restricted.

**WAIVER OF LIABILITY** Use of Creek Bed Farmacy, LLC's property is at the family's and photographer's own risk The family and photographer hereby agrees that Creek Bed Farmacy, LLC will not be held liable for any direct, indirect, incidental, or consequential damage, injury or loss to people or possessions while on the property. The family and photographer holds harmless and indemnifies Creek Bed Farmacy, LLC and its owners, agents, representatives, associates, officers, employees, guests and members against any suit, claim, loss, accident, judgment, fine, injury or damages, including reasonable attorney's fees. This indemnification shall continue in full force and effect during and after the term of the rental for such causes arising during the term of the rental.

Consent given for identifying CBCF on Social Media by Creek Bed Country Farmacy, LLC member:

YES: NO:	COMMENTS/LIMITATIONS:	
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The following signatures constitute a legal and binding Agreement between the Photographer & Creek Bed Farmacy, LLC.

Creek Bed Farmacy, LLC's Representative Signature

**Print Signature** 

I agree with the above terms.

Photographer Signature

Print Name: