

## Waiver of Liability

This agreement releases **Mystic Farm** from all liability relating to **ANY AND ALL** injuries that may occur during your **photography sessions (applies to both the photographer and all of his/her clients and bystanders)**. By signing this agreement, I agree to hold **Mystic Farm** entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence.

I also acknowledge the risks involved in **being outdoors on a farm in a natural habitat including holes, stumps, vines, insects and animals, etc.** I swear that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

By signing below I forfeit all right to bring suit against **Mystic Farm** for any reason. In return, I will receive **permission to use the farm for photography purposes on scheduled date(s)**. I will also make every effort to obey safety precautions as listed in the Farm Rules in writing. I will ask for clarification when needed.

I, \_\_\_\_\_ (signature), fully understand and agree to the above terms.

\_\_\_\_\_ printed name

Dated: \_\_\_\_\_

“Under South Carolina law, an agritourism professional is not liable for an injury to or the death of a participant in an agritourism activity resulting from an inherent risk associated with the agritourism activity.” (Chapter 53, Title 46, Code of Laws of South Carolina, 1976)

## MYSTIC FARM'S RULES FOR PHOTOGRAPHY SESSIONS

1. All photography session fees must be paid at time of booking and are not refundable unless weather conditions prohibit sessions. If sessions cannot be rescheduled, money will be refunded. We accept cash, check (made out to Susan Fink) and venmo (Mystic-TreeFarm).
2. Waiver of Liability form must be returned signed and dated prior to session by each photographer and one member of each family to be photographed.
3. **CHECK IN WITH SUSAN BEFORE HEADING TO THE FIELDS TO SET UP.**
4. No use of fake snow-it is not biodegradable.
5. Be courteous of individuals around you. Do not set up within 50 feet or 3 rows of another photographer. If someone does this to you, please come and get Susan. She will handle it.
6. This is a working farm, please look out for stumps and holes.
7. Please check to be sure you take all your props home with you. We are not responsible for anything that happens to them if you leave without them.
8. No climbing on, or sitting on any farm equipment. You are allowed to photograph standing beside and around any of them, but not on or within.
9. Walk in mowed areas only. Unmowed areas contain small trees that are difficult to see.
10. Pets are allowed on the farm. However, they **MUST** be on a leash and you are responsible for picking up any feces and disposing of it properly by putting it in a trash can or taking it home with you. **DO NOT LET THEM PEE ON ANY TREES.** We reserve the right to ask you to place your pet back in your vehicle if it is aggressive towards other customers or animals. Our farm cats and dog roam freely, so if your pet doesn't play well with others, it is best if it stays home.
11. Fees: \$25 for one hour, \$50 for a 2 hour block  
\$80 for a 4 hour block (either 8 am to 12 noon or 1 pm to 5 pm)
12. **CHECK IN WITH SUSAN BEFORE HEADING TO THE FIELDS TO SET UP.**
13. **The Friday before Thanksgiving is the last day for sessions.**
14. All parking will be in the lot to the right of the drive as you enter the farm.

\_\_\_\_\_ initials