

Property Use Waiver and Release

I enter into this Property Use Waiver and Release (“Agreement”) with Catoctin Mountain Orchard, Inc. (“Catoctin”) for the privilege to use the property located at 15036 N. Franklinville Rd, Thurmont, Maryland 21788. (“Property”) for photographing clients.

In consideration for the use of the Property, I wave and Release Catoctin, its agents, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to, claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or arising from of my presence at the Property or my use of the Property. **This waiver and release is intended to and does release Catoctin from any and all liability for damages or injuries on account of in any way related to or growing out of any negligence, the negligence of third parties, and Catoctin’s negligence, including, but not limited to, negligence in the construction, maintenance and upkeep of the property. I recognize that the use of the property is entirely at my own risk.**

1. I understand that Catoctin is not responsible for any lost or stolen valuables or property.
2. While at the property, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct that would interfere with the peaceful use and enjoyment of the property by other users. Areas for photographing include: Flower fields and playground. Anyone that cannot accommodate these locations will be asked to leave.
3. Hours for picture taking are only allowed during business hours. Business hours include Monday- Sunday 9 am- 5 pm. Whoever cannot obey these terms will be asked to leave, no exceptions.
4. Prices for photography sessions are \$50 per client. Upon arrival please hand in this signed waiver and payment to staff. Payment accepted by cash, visa or check.
5. I state that I am of lawful age and legally competent to sign this waiver and release on my behalf, and that this waiver and release is freely given and based upon no statement or representation by Catoctin or their respective officers, agents or employees.

Signature: _____

Date: _____

Name (please print): _____

Witness: _____

Date: _____

Name (please print): _____