



PETERSON IN THE COMMUNITY

Peterson Holding | 955 Marina Blvd | San Leandro, CA 94577 | www.petersoncat.com

Facility Tour Waiver and Release of Liability Agreement

1. Assumption of Risks. I understand that participation in the tour of the facilities of Peterson Tractor Co. ("Peterson") and such adjacent or nearby facilities owned or occupied by Peterson as part of the tour (collectively, the "Premises") (as the same may be postponed or rescheduled) may involve access to the repair and service operation facilities of Peterson, its offices, showroom and may (but is not guaranteed to) include access, use and enjoyment by the undersigned of various equipment and machines owned, leased, operated and/or provided by Peterson. I acknowledge, understand and agree that I will be permitted to participate in the tour and in the activities and undertakings available at and as part of the tour (collectively, the "Activities") based, in material part, on this Facility Tour Waiver and Release of Liability Agreement (this "Release") and my consent to it. I assume all risks connected with my participation in the Activities. By signing this Release, I am represent that I am mentally, physically and psychologically ready and able to participate in the tour and the Activities. I accept personal responsibility for any liability, injury, loss or damage to any person or property related to, caused by or in any way connected with my participation in the tour and any of the Activities involved in the tour, including, but not limited to, any act or omission to act by me during my participation in any of the Activities.

I will fully observe and regard all instruction and training provided by any employee or representative of Peterson at all times during the Activities ("Peterson Representative") with respect to the use and handling of any equipment, product or part (collectively, "Equipment") and with respect to my conduct and actions during the Activities. I understand that I am responsible for evaluating my own ability to participate in any of the activities to be undertaken at or during the Activity. I agree that if at any time during the Activities or while I am present on the Premises that I believe anything is unsafe or beyond my capability, I will immediately advise the Peterson Representative of such condition(s) AND DECLINE TO PARTICIPATE; or, if I elect to participate notwithstanding my belief of unsafe conditions or my inability to participate, I acknowledge and agree that my participation is and shall be at my own risk.

2. Prohibition Against Photography and Audio/Video Recording. I understand that unless expressly authorized to do so by the Peterson Representative in his or her sole and absolute discretion during the tour, I will not be permitted to take any photographs or any audio/video recordings during the tour or in connection with any of the Activities.
3. Rights of Peterson. I give Peterson the right and permission to take and publish, reproduce, edit, exhibit, project and/or display images or pictures of me, whether still, multiple or moving, or in which I may be included in whole or in part, in color or otherwise, through any form of media (print, digital, electronic, broadcast or otherwise) online or elsewhere, for advertising, marketing, publicity, archival or any other lawful purpose. I agree to provide to Peterson, at no cost to Peterson, any additional or further instrument, agreement or consent it may deem necessary or appropriate to give effect to the rights and permission granted above.
4. Consent to Medical Assistance or Treatment and Acceptance of Related Expenses. In case of injury or illness, I hereby give my consent to have a doctor, nurse, other medical, health care or medical emergency personnel, or personnel of Peterson provide me with medical assistance or treatment. I further give my consent to emergency transportation and the administration by medical emergency personnel or by personnel of the Peterson of any first aid and/or medical treatment. I acknowledge and understand that Peterson has not purchased and will not provide any medical, health or accident insurance to cover such expenses and that any such insurance is my sole responsibility. I accept responsibility for payment of any such emergency transportation and treatment expenses and any related or subsequent medical bills.
5. Release, Waiver of Liability and Agreement to Indemnify. FOR MYSELF, MY HEIRS, SUCCESSORS OR ASSIGNS AND LEGAL REPRESENTATIVES, I HEREBY WAIVE, RELEASE, ABSOLVE, FOREVER AND FULLY DISCHARGE AND AGREE TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS PETERSON TRACTOR CO., ITS AFFILIATES, PARENT AND RELATED COMPANIES AND EACH OF THEIR RESPECTIVE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RESPECTIVE OWNER OF ANY PREMISES ON WHICH THE TOUR OR ANY OF THE ACTIVITIES TAKE PLACE FROM AND AGAINST ANY AND ALL CLAIMS FOR ANY AND ALL LIABILITY, INJURY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, COSTS, ACTIONS OR CAUSES OF ACTIONS KNOWN OR UNKNOWN, PAST, PRESENT OR FUTURE FOR PERSONAL INJURIES (INCLUDING BODILY INJURY, PERMANENT DISABILITY OR DEATH) AND/OR DAMAGES WHICH ARE ALLEGED TO HAVE ARISEN OUT OF, RESULTED FROM OR BE RELATED TO MY BEING ON THE PREMISES, INCLUDING, BUT NOT LIMITED TO, MY PARTICIPATION IN ANY OF THE ACTIVITIES AND ANY FIRST AID, MEDICAL TREATMENT, TRANSPORTATION OR MEDICAL CARE THAT MAY BE UNDERTAKEN BY PETERSON OR ANY THIRD PARTY DURING OR IN CONNECTION WITH THE ACTIVITIES.

By signing below, I acknowledge that I have fully read this Facility Tour Release of Liability and understand its term, meaning and legal impact, and that I have given up substantial rights signing it. I voluntarily, of my own free will and without distress or coercion sign this Facility Tour Release of Liability, and by my signature, agree to be bound by the foregoing terms and conditions.

Participant's Signature: _____

Date: _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

Parent/Guardian/Legal Custodian Signature: _____

Date: _____