

Organization Name: _____
(If applicable)

Tour Date: _____

**AMERICAN CRYSTAL SUGAR COMPANY FACILITY TOUR
ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

I, _____, desire to participate in the American Crystal Sugar Company Facility Tour (the "Tour"). I understand and agree that I must act in a careful, respectful, controlled and appropriate manner, and follow any instructions given by the persons operating the Tour. If I observe any hazard with respect to my presence at or participation in the Tour, I will bring it to the attention of the persons operating the Tour. I further understand and agree that the persons operating the Tour have the right to ask me to immediately discontinue participation in the Tour if I am acting in a manner that is deemed inappropriate or unsafe by the persons operating the Tour or for any other reason.

I agree, appreciate, and acknowledge that there are inherent risks involved in connection with my participation in the Tour, some of which are not foreseeable, whether caused by me, someone else or arising due to the premises involved. The risks include those posed by manufacturing equipment, equipment malfunctions, loud noises, and acts of other participants. I acknowledge that I could potentially suffer serious injury, and/or I could suffer the loss or damage to my property, as a result of my participation in the Tour. I understand and voluntarily accept and assume all risks that may result from my participation in the Tour

To the fullest extent permitted by law, I hereby waive any and all claims or actions that may arise against American Crystal Sugar Company, its affiliates, subsidiaries, all persons with interests in the property where the Tour is held and adjacent property owners, their successors or assigns, as well as each party's owners, directors, employees or volunteers (collectively, "Indemnitees") as a result of any such injury, loss, theft or damage to any such person, including, without limitation, personal, bodily or mental injury, economic loss or any damage or injury resulting from the negligence of Indemnitees.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY, FULLY UNDERSTAND THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL RIGHTS, AND AM SIGNING IT FREELY AND VOLUNTARILY.

Signature: _____ Date Signed: _____

Print Name: _____

SIGNATURE OF PARENT OR GUARDIAN FOR PARTICIPANTS

(Must be completed for participants under the age of 18)

As parent/guardian with legal responsibility for this participant, I consent and agree to the above terms and, to the fullest extent permitted by law, for myself, other parents/guardians of this participant, my and their heirs and assigns, I waive and release, and agree not to assert any claim against Indemnitees resulting from this participant's participation in the Tour.

Signature: _____ Date Signed: _____

Print Name: _____