



Waiver and Release of Liability

**Must be signed for all attendees/participants at Loving Acres events;
signature of parent/guardian is required for participants under age 18.**

I give permission for my child/children (Participant), to participate in activities provided by Loving Acres, LLC (Loving Acres). Alternatively, I am age 18 or over and will be a participant (Participant) in activities provided by Loving Acres.

In consideration of the services provided by Loving Acres, I agree as follows:

Photo Release: I give my permission for photos/videos of Participant to be used for any lawful purpose including appearing in brochures, video, websites and other promotional media used by Loving Acres. Participant's name will not be used.

Participant's Property. Participant is responsible for all of his/her property, and Loving Acres accepts no responsibility for the loss, damage, or theft of Participant's property. Participant will not bring personal sports equipment, pets, valuables, firearms, weapons, alcohol, tobacco or controlled substances to Loving Acres. Participant may be required to inventory their belongings in the presence of staff if the health or safety of other participants or staff indicates the need.

Dismissal of Participant: I understand that Loving Acres reserves the right to dismiss any Participant who violates Loving Acres rules or whose conduct is determined by Loving Acres to be detrimental to him or herself, other Participants, or the general welfare of the Loving Acres animals or property. Such determination shall be made by Loving Acres in its sole discretion. No refund will be made in case of dismissal.

Liability Insurance: I acknowledge being notified that Loving Acres carries liability insurance, but Participant remains subject to the Waiver and Release of Liability.

Emergency Release: In the event of a medical or dental emergency, I give my consent for Loving Acres and its employees to use their best judgment in rendering or securing medical aid and/or ambulance service for Participant. I agree to be responsible for any and all costs associated with such treatment. I give permission to the physician selected by Loving Acres to order x-rays, routine tests, and treatment related to the health of Participant in emergency situations. If I cannot be reached in an emergency, I give my permission to the physician to hospitalize, secure proper treatment for, and order injection, anesthesia, or surgery for Participant.

Acknowledgment of Activities and Risks: I understand Participant may be participating in several activities, including, but not limited to: a petting zoo with farm animals, farm animal feeding games and crafts. Further, I understand that Participant will spend time outdoors in areas which may include uneven and/or rough terrain in addition to hazards resulting from the property's current use as a working farm.

The inherent risks and potential risks of an interactive farm/farm animal experience include but are not limited to: cuts, sprains, and strains; falling, tripping, or being struck by objects or people; bacteria, viruses, or other pathogens or diseases that may be transmitted from contact with humans, animals, water, vegetation, soil or other unnamed sources; disease-carrying, poisonous, or biting insects, plants, or animals; risk of bodily injury or death resulting from kicks and bites; exposure to high temperatures, pollution, and high ozone levels; and staff negligence or carelessness.

I understand these risks can lead to loss, property damage, injury, illness, disability or death but that these inherent risks cannot be eliminated without destroying the essential elements of the activity. However, I feel the possible benefits to my family or the child I care for are greater than the risk assumed. Therefore, I acknowledge and agree to assume the inherent risks and any other risks, whether listed in this document or not, associated with Participant's activities for myself and on behalf of Participant as a result of participating in programs at Loving Acres.

Liability Waiver and Release: I hereby forever release, waive, and discharge Loving Acres and its agents, employees, officers, owners, independent contractors, volunteers, and all other persons or entities acting under their direction and control ("the Released Parties") from any and all claims, demands, losses, in any way associated with Participant's participation in Loving Acres activities or the use of any property, equipment, or facilities. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence or carelessness of the Released Parties to the fullest extent allowed by law and includes, but is not limited to, claims for injury, property damage, illness, disability, death, breach of contract, or any other type of loss or lawsuit or proceeding. I also hereby bind my executors, administrators, heirs, next of kin, successors, and assigns to this Waiver and Release of Liability.

Indemnity Agreement: I further agree to defend, indemnify and hold harmless the Released Parties (to pay or reimburse them for money they are required to pay, including attorney's fees and costs) for any and all claims brought by or on behalf of me, Participant, a family member, personal representative, heir, estate, another Participant, or any other person for any claims related to Participant's participation in Loving Acres's activities or the use of property, equipment, or facilities, including claims of negligence. I agree to be responsible for any damage or loss caused by Participant.

Severability: Should any portion of this document be deemed to be unenforceable or contrary to public policy, the remaining portions shall survive and be enforceable.

I HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO THESE TERMS AND CONDITIONS FOR MYSELF AND ON BEHALF OF PARTICIPANT. I WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON PARTICIPANT'S BEHALF. I UNDERSTAND I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

Name of Participant(s):

List age and name of Parent/Guardian if under 18:

_____ Age _____ Parent/Guardian: _____
_____ Age _____ Parent/Guardian: _____
_____ Age _____ Parent/Guardian: _____

Signature: _____ **Date:** _____

Participant's Signature if over age 18 / Parent/Guardian signature for Participants under age 18

Complete for Participant(s) under age 18 if Parent/Guardian will not be present at Event:

Parent/Guardian phone number: _____

Emergency Contact name and phone number (if parent/guardian cannot be reached):
