# **Bale of Fun Farm Liability Waiver**

# **\*\*Read before signing\*\***

**WAIVER**

**Participant's name/s:**

[Bale of Fun Farm], Jennifer Crum, and owners, employees, representatives

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

Waiver: In Consideration of being permitted to participate in any way in the functions of [Bale of Fun Farm/Jennifer Crum], which includes the interaction and handling of live animals and equipment, pony, donkey or horse rides, petting zoo participation, hay bale climbing area, birthday parties, field-trips, picnics hereinafter called “The Activity”. I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue [Bale of Fun Farm/Jennifer Crum], its officers, employees, and agents from liability from any and all claims including the negligence of [Bale of Fun Farm/Jennifer Crum], its officers, employees, and agents, resulting in personal injury, accidents, or illness (including death), and property loss arising from, but not limited to, participation in The Activity.

I have elected to have my child participate in the recreation activities stated above. In consideration for and as a condition of such participation, I agree to assume any and all risks arising out of or incident to such participation. I further agree to indemnify and hold harmless [Bale of Fun Farm/Jennifer Crum], and their instructors, agents, officers and employees from any and all claims, damages, losses, expenses or any person, arising out of or incident to my child’s participation in this recreation activity. I hereby represent that I understand and am familiar with the nature of the activities in which he/she will participate in this recreation program, that he/she is in good physical health, and that he/she does not have physical or emotional conditions, past or present, of which I am aware, which would in any way affect his/her ability to participate in this activity.

By participating in or attending any activity in connection with this program, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion television, websites, social media, or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

# **ASSUMPTION OF RISKS**

Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

IT IS RECOMMENDED THAT ALL RIDERS WEAR PROTECTIVE HELMET AND CLOSED TOED SHOES.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume such risks.

I acknowledge that a horse, pony and/or animals may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD [Bale of Fun Farm/Jennifer Crum] HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse them for any and such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read the waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**For Parents/Guardians of Participant of minor age (under age 18 at time of The Activity)**

**This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of Bale of Fun Farm/Jennifer Crum, and, for my child, myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Bale of Fun Farm/Jennifer Crum from any and all liability incidents to my minor child’s involvement or participation as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF BALE OF FUN FARM/JENNIFER CRUM, to the fullest extent of the law.**

Signature of Parent/

Guardian of Minor : Date

Name of Participant/s:

Emergency Phone #: