

# WHITEBROOK *Farm*

**FARM SCHOOL RELEASE AND HOLD HARMLESS AGREEMENT** The Undersigned ( \_\_\_\_\_ ) assumes the unavoidable risks inherent in all farm and farm animal related activities, including but not limited to bodily injury and physical harm to students and spectators. In consideration, therefore, for the privilege of interacting, and/or working around domesticated farm animals at Whitebrook Farm, located at 40542 Quiet Hills, Hemet CA 92544, the Undersigned does hereby agree to hold harmless and indemnify Jonathan Raney, Christina Raney, and Whitebrook Farm and further release them from any liability or responsibility for accident, damage, injury, or illness to the Undersigned or to any family member or spectator accompanying the Undersigned on the Premises.

1. I acknowledge I am fully aware of the types of activities that form part of the School's curriculum and that it includes activities such as walking through crop fields and wooded areas, climbing trees, interacting with livestock (feeding and grooming) and potentially encountering wildlife (such as coyotes, raccoons, squirrels, opossums, deer, rabbits, snakes, lizards), picking food from our school vegetable garden, picking native flora, , playing on a wooden structure playground (with swings, slide) and other similar risk inherent activities (the "Activities"); Initial \_\_\_\_\_

2. I confirm, represent, and warrant the Student is in good health and physical condition and can participate in the Activities, and acknowledge and understand that participation in the Activities and attendance at the School involves certain risks and dangers of accidents, serious personal and bodily injury, including death, and property loss or damage either specifically as a result of participation in the Activities or generally in connection with the Student's attendance there at and transportation there from. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks. Initial \_\_\_\_\_

3. I confirm I have made the Whitebrook Farm aware of all food sensitivities, allergies and other conditions that may increase the Student's susceptibility to harm or injury from the Activities. Initial \_\_\_\_\_

4. I fully and forever release, discharge and indemnify the School its and all of its directors, officers, owners, partners, employees, volunteers, teachers, staff, agents, representatives, successors and assigns (collectively, the "Released Parties") of and from any and all causes of action, lawsuits, losses, damages, injuries, howsoever occurring, whether by negligence or otherwise, (including death) claims, demands, sums, costs, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my participation in the Activities, including, without limitation, transportation related to the Activities. Initial \_\_\_\_\_

5. I agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages, which anyone may have, on account of loss, damage or injury sustained by me, the Student or others howsoever occurring, whether by negligence or otherwise in connection with the selection, attendance and participation of the Student in the Activities and I waive any right to do so. This means that I cannot sue or hold the Released Parties responsible for any loss,

damage, or injury that I or the Student may experience related to the Activities including, without limitation, transportation related to the Activities; Initial \_\_\_\_\_

6. I waive my insurers' right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason. This means my insurers have no right of subrogation; Initial \_\_\_\_\_

7. I agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses (including legal fees and disbursements) incurred or suffered by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses and any other liability of any kind, sustained by me or others in connection with the Student's participation in the Activities. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries the Student suffers; Initial \_\_\_\_\_

8. I understand that if I want insurance of any kind on behalf of the Student, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Activities; Initial \_\_\_\_\_

9. I acknowledge that if any portion of this Acknowledgement, Release, Waiver and Indemnity is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Acknowledgement, Release, Waiver and Indemnity supersedes any oral or written statements made by or to me or the Student in connection with the Activities. I understand that I cannot terminate, cancel or revoke this Acknowledgement, Release, Waiver and Indemnity for any reason; Initial \_\_\_\_\_

10. I agree that, in the event that I cannot be reached in a medical emergency, I hereby authorize and permit the Released Parties and Activities personnel to administer first aid to the Student, and to authorize such other medical treatment and transportation as may be recommended by physicians, paramedics, and other medical personnel, in the event of any illness, accident or injury to the Student; Initial \_\_\_\_\_

I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE, WAIVER AND INDEMNITY FORM CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS ACKNOWLEDGEMENT, RELEASE, WAIVER AND INDEMNITY, I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND THE STUDENT, AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

**Undersigned Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_ (if under 18 years Parent or Guardian Signature is required)

**Name:** \_\_\_\_\_ **Address** \_\_\_\_\_ **Phone Number:**  
(\_\_\_\_) \_\_\_\_\_