

RELEASE, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

(Aka The Hayes Family Private Residence) 33631 Hummingbird Drive, Elizabeth, CO 80107. PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM PARTICIPATING IN THIS ACTIVITY. SUGAR MAGNOLIA FARM AND HAYES FAMILY DO NOT GUARANTEE YOUR SAFETY.

_____ Warning: Under Colorado law, an equine professional is not responsible for an injury to or the death of a participant in equine activities resultant from the inherent risk of equine activities pursuant to section 13-21- 119, Colorado Revised Statutes.

_____ Agricultural Recreation: I recognize, understand, and accept that under Colorado law, there is no liability for the death of or injury to a participant in an agricultural recreation or agritourism activity resulting from the inherent risks of the agricultural recreation or agritourism activity, pursuant to section 13-21-121 Colorado revised statutes.

_____ A. REGISTRATION OF PARTICIPANTS AND AGREEMENT PURPOSE. By signing this agreement, I and the parent or legal guardians there of if a minor, do hereby agree to hire SUGAR MAGNOLIA FARM for the purpose of livestock education and activities (including swimming, trampoline and play structure). I acknowledge that my child and myself will be inside pens and barns among livestock (goats, sheep, alpacas, pigs, donkeys, chickens, dogs) where the livestock is not restrained and I accept and fully acknowledge that injury can incur today and on all future dates.

_____ B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS. This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, authorized volunteers, employees, and personal representatives and it shall be interpreted according to the laws of Colorado. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term “livestock” herein refers to goats, sheep, donkeys, alpacas, pigs, chickens, and livestock guard dogs. The term “livestock participant” herein refers to a person who is handling “livestock,” whether from the ground, behind a pen, inside a pen or mounted. The term “livestock participant” herein refers to a person who is in contact with the livestock or otherwise handles or comes near livestock from the ground. The terms “I”, “me”, “my” shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

_____ C. NATURE OF LIVESTOCK ANIMALS. I understand that no livestock is a completely safe animal. Many livestock animals are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a participant falls, trips, spooks, runs, jumps, screams and displays other jarring motions around the livestock then the animal could become frightened or be provoked and it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping suddenly; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, running from danger, which may result in injury or death to the participant.

_____D. PARTICIPANT RESPONSIBILITY. I understand that we were instructed by the SUGAR MAGNOLIA FARM AND HAYES FAMILY to be calm, not to run, jab, scream, walk behind any livestock. I understand that we were instructed not to feed any of the horses, donkeys, sheep, goats, cows, and dogs without supervision of staff. The participant's safety largely depends upon his/her ability to carry out simple instructions. I agree, that if my child's behavior is endangering to him/herself, others, or the livestock, then I understand he/she will be asked to sit out of the activity.

_____E. CONDITIONS OF NATURE. I understand that SUGAR MAGNOLIA FARM AND HAYES FAMILY ARE NOT responsible for acts, occurrences, or elements of nature that can scare livestock animals, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects or reptiles which may walk, run or fly near or bite or sting the livestock or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape.

_____F. SWIMMING POOL. I understand that swimming and related activities involve inherent risks, including but not limited to drowning, slipping, and other accidents. I further understand that while supervision is provided, there will be no lifeguard on duty. I voluntarily choose to participate in swimming activities, fully understanding and accepting these risks.

_____G. RELEASE OF LIABILITY. In consideration for being permitted to use the swimming pool facilities, I hereby release, waive, and discharge SUGAR MAGNOLIA FARM AND HAYES FAMILY and its affiliates, officers, employees, agents, and representatives from any and all claims, liabilities, damages, or injuries arising from or in connection with my use of the swimming pool, trampoline, or play structure whether caused by the negligence of SUGAR MAGNOLIA FARM AND HAYES FAMILY or otherwise.

_____H. TRAMPOLINE. I understand that using a trampoline involves inherent risks, including but not limited to falls, collisions with other users or objects, and landing improperly. I voluntarily choose to participate in trampoline activities, fully understanding and accepting these risks.

_____I. PLAY STRUCTURE. I understand that using a play structure involves inherent risks, including but not limited to falls, collisions with other users or objects, and equipment-related injuries. I voluntarily choose to participate in play structure activities, fully understanding and accepting these risks.

_____J. ACCIDENT/MEDICAL INSURANCE. (not required) I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. My insurance company is _____ and my policy number is _____. I hereby authorize SUGAR MAGNOLIA FARM AND HAYES FAMILY to provide emergency medical care authorization or transportation for me or for my child. I

understand that in such a case, reasonable attempts would first be made to contact me, with time and conditions permitting. As long as the medical or surgical treatment considered necessary in the situation is in accordance with generally accepted standards of medical practice for the particular type of injury or illness involved, I impose no specific prohibitions regarding treatment unless stated here:

____K. LIABILITY RELEASE. I agree that in consideration of SUGAR MAGNOLIA FARM AND HAYES FAMILY allowing my participation in this activity under the terms set forth herein, I the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge SUGAR MAGNOLIA FARM AND HAYES FAMILY, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations insurers, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES") of and from all claims demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to SUGAR MAGNOLIA FARM AND HAYES FAMILY and/or its associates ordinary negligence; and I do further agree that I shall bring no claims, demands, actions and causes of action, and/or litigation, against SUGAR MAGNOLIA FARM AND HAYES FAMILY and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of SUGAR MAGNOLIA FARM AND HAYES FAMILY , to include while handling, or otherwise being near livestock, swimming, jumping, swinging, or climbing whether on or off the premises of SUGAR MAGNOLIA FARM AND HAYES FAMILY.

X _____ DATE: _____

SIGNATURE OF PARTICIPANT, PARENT OR GUARDIAN

X _____ DATE: _____

X _____ DATE: _____

X _____ DATE: _____

PRINT NAME OF PARTICIPANT, PARENT OR GUARDIAN