

Waiver/Limitation Of Liability Notice

This Release and Waiver of Liability (the "release") executed on the ____ day of _____, 20____ by _____ ("Attendee"/"Participant" or "Parent/Guardian") release BlueHillFarmOrganics.com ("Blue Hill Farm") and its homeschool co-operative, respective administrators, directors, teachers, volunteers, other participants, any sponsors, advertisers, and owners and lessors of the premises/private property on which the Activity takes place, (each considered one of the "RELEASEES" herein). Now, for good consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Attendee or Participant desires to enroll in one or more of the Blue Hill Farm Services and engage in Activities on location related to such Service.

1. Waiver and Release: I, the Attendee/Participant for myself, or as a Parent/Guardian, and my heirs, hereby release, waive, discharge, and hold harmless Blue Hill Farm and its Releasees from all liability, claims, demands, losses, injuries, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise; and future agree that despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, make a claim against any of the "releasees", I will indemnify, save, and hold harmless each of the "releasees" from any loss, liability, damage, or cost, which may occur as the result of such a claim.
2. Assumption of Risk: I understand that the services provided by Blue Hill Farm may include Services and Activities which may be hazardous or pose a risk of harm. As an Attendee/Participant or Parent/Guardian, I hereby expressly assume risk of injury or harm from these Services and Activities and release Blue Hill Farm from all liability.
3. User Account Responsibility: If I am given a password or code to access the Blue Hill Farm Services and Activities, I am responsible for maintaining the confidentiality of my password or code. I am responsible for all Activities that occur on my behalf while using or participating in Blue Hill Farm Services and Activities, and I agree to notify Blue Hill Farm immediately of any unauthorized use of my access to my password or code. Blue Hill Farm is not responsible, and I will be solely responsible for any loss that I or Blue Hill Farm may incur as a result of any unauthorized person using my password or code.
4. Prohibited Uses: I agree that I will not: (1) use the Blue Hill Farm Services or Activities for any purpose that is unlawful (including Natural Law) or contrary to these Terms of Use; (2) use Blue Hill Farm Services and Activities in any manner that could damage, disable, overburden, or impair Blue Hill Farm or interfere with any other party's use and enjoyment of them; (3) attempt to gain unauthorized access to any Blue Hill Farm physical location, account, computer systems or networks associated with Blue Hill Farm and BlueHillFarmOrganics.com; or (4) obtain or attempt to obtain any materials or information through the Blue Hill Farm Services and Activities by any means not intentionally made available or provided for.
5. Limitation of Liability: In no event shall Blue Hill Farm or the owners of the property of Blue Hill Farm, its suppliers, or affiliates be liable for any direct, indirect, punitive, incidental, special, physical, personal, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the delay or inability to use Blue Hill Farm Services and Activities, the provision of or failure to provide Services, or for any information, products, or Services obtained through Blue Hill Farm, or otherwise arising out of the use of Blue Hill Farm Services and Activities, whether based on contract, tort, negligence, strict liability, or otherwise, even if Blue Hill Farm, any of its suppliers or affiliates has been advised of the possibility of damages. In no event will Blue Hill Farm's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by you for the Blue Hill Farm Service.

Signature

Date

Owner/Blue Hill Farm

Date