



LIABILITY WAIVER

Baling Out Farms takes pride in caring for your animals and will endeavor to offer sound, safe, and responsible care for your farm and animals. You have been told and understand that Theresa with Baling Out Farms will not be residing at the property during the requested time, and will be providing pop in visits only. You understand risks inherent in farm care, including but not limited to weather related events, trespassing related events, animal or dwelling accidents may occur while no one is present at the property and that those and/or other events that may occur are out of the direct control of Baling Out Farms. Further, you are and will remain responsible for the actions of your animals at all times and hereby agree to indemnify and hold harmless Baling Out Farms, and its agents, officers, subcontractors, employees, and customers, of any and all claims of injury, expense, costs, or damages caused by or arising out of the actions of your animals while under the care of Baling Out Farms. You, the property owner, are responsible for all costs for any property damage or injury to persons or other animals on your property which are due to the property owners negligence. Baling Out Farms will not be held responsible for any illness, injury, loss or damage to your pets or farm, however caused, during their care. Farm care is entirely at the owner's risk. You recognize that Baling Out Farms is not responsible for any unintentional errors, omissions, or incorrect assertions. You understand that Baling Out Farms will care for the farm and animals in a reliable, trustworthy and caring manner at all times.

All precautions are taken to limit the possibility of illness or injury to animals and farms in our care. You agree that you have notified us of any animal medical conditions at the time of booking. We reserve the right to refuse admission if we have not been so notified. However, if your animal is ill or injured Baling Out Farms will, at its sole discretion: 1) attempt to contact you as soon as possible; 2) consult your designated veterinarian whenever possible; 3) seek care at Affiliated Emergency Veterinary Services, if needed, at times outside normal veterinary hours. **HOWEVER, AND IRRESPECTIVE OF ANYTHING TO THE CONTRARY CONTAINED HEREIN, IF YOUR ANIMAL BECOMES SERIOUSLY ILL SUCH THAT VETERINARY ASSISTANCE IS REQUIRED, YOU AGREE THAT BALING OUT FARMS MAY TRANSPORT YOUR ANIMAL FOR VETERINARY CARE AND/OR REQUEST IMMEDIATE FARM CALL OUT. YOU AGREE THAT VETERINARY CARE MAY BE RENDERED TO YOUR ANIMAL AT YOUR SOLE COST AND EXPENSE WITHOUT PRIOR CONSULTATION. BALING OUT FARMS WILL MAKE ALL REASONABLE EFFORTS TO CONTACT YOU IF EXTRAORDINARY MEASURES ARE REQUIRED. IF YOU CANNOT BE REACHED DURING YOUR ANIMAL'S STAY, YOU AGREE TO PROVIDE WRITTEN INSTRUCTIONS FOR EXTRAORDINARY CARE.** Any incurred vet

charges are to be paid by you, the animal owner. As a condition of this contract, you authorize the release of your animal's vaccination and medical information to Baling Out Farms at any time prior to, during, or after the performance of services. When using Baling Out Farms for farm sitting or any other services you agree to pay for all services rendered upon completion of service. This contract shall be considered in effect each time the farm owner requires the services of Baling Out Farms for this farm or any other future farm(s).

You agree that the name and likeness of your animals may appear in print, video, or on the Baling Out Farms' social media pages, for promotional purposes.

You acknowledge that services, policies and rates are subject to change at any time, without notice.

You acknowledge that, the venue for any disputes arising out of or relating to this waiver and/or the farm sitting practices with Baling Out Farms shall be in Dickson county. In addition, Baling Out Farms shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees and expenses, in enforcing the terms of this waiver and any other documents signed by the owner.

You certify that you are the sole owner, or agent of the owner, of the farm and that you are authorized to sign this waiver. By signing below, you are indicating that you have read, agreed to, and fully understood all terms and conditions stated within this contract.

Farm Owner/Agent Name: _____

Farm Owner/Agent Signature: _____

Farm Name: _____

Date: _____