

HAPPY HENS FARM

I agree to the following Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") with Eben-Haezer's Happy Hens, a California Business ("Happy Hens") as a condition for allowing me entry to participate in any or all the following: playground (family fun area), animal petting zoo, wagon ride, and animal encounters.

Any of these activities, individually and collectively are referred to in this Agreement as "The Activities." I also enter into the Agreement on behalf of my children and/or minor guests and agree that all parts of this agreement shall apply to them ("I" and "my/me" shall collectively refer to myself and my children and/or minor guests). I acknowledge that by bringing minor guests, I am and agree to be the Responsible Party.

IT IS AGREED TO AS FOLLOWS:

1. I have requested to participate in any or all The Activities.
2. I certify that I do not have any physical condition that would interfere with or limit my ability to participate in The Activities.
3. Risks: I understand there are or may be risks associated with The Activities, whether inherent, or due to negligence or carelessness of the persons or entities being released, including the terrain, temperature, weather conditions, participation by other people, treatment of animals, and defective equipment or property. Further, I understand that animals may be temperamental and unpredictable, and they may bite/nibble if feeding or petting or back up against me pushing me down or into a fence. I understand they may try to knock me down if feeling threatened. I understand The Activities may involve serious bodily injury, including disfigurement and death which may be caused by my own actions, other participants, the conditions, terrain, negligence of the Releasees named above, and other risks or conditions not readily foreseeable and I fully assume all risks, costs, damages that I may incur by participating in The Activities.
4. Wavier/Release/Indemnification. I, individually and on behalf of my heirs, successors assigns, and executors, hereby voluntarily and fully release, waive, discharge, hold harmless, defend and indemnify Eben-Haezer's Happy Hens, it's owners, officers, directors, shareholders, employees, volunteers, agents from, against and for any and all liability, claims, causes of action, The Activities, known or unknown, for whatever reason including negligence.
5. California Law. This Agreement is governed by California Law and is intended to be as broad and inclusive as possible. This document may only be modified in writing by the officers of Eben-Haezer's Happy Hens. Should any part of this Agreement conflict with California Law, only that part shall be void and the remainder in full force and effect.

I have read this Agreement and understand that I have given up substantial rights by checking the box and have checked the box freely without any inducement or promises and further understand that it is intended to be construed as broadly as possible as a complete and unconditional release of liability.

Name of Minor(s) _____

Signed: _____ Date: _____

(Parent/Guardian)

