

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(Hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS ON YOUR OWN BEHALF AND ON BEHALF OF THE CHILD/CHILDREN, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

***PLEASE READ CAREFULLY!***

*Initial:* \_\_\_\_\_

**PARTICIPANT AND PARENT INFORMATION:**

**Child(ren)'s Full Name(s) (LAST, First, Middle) and Date(s) of Birth:**

\_\_\_\_\_ **D.O.B.:** \_\_\_\_\_

\_\_\_\_\_ **D.O.B.:** \_\_\_\_\_

\_\_\_\_\_ **D.O.B.:** \_\_\_\_\_

(referred to in this Release Agreement as "Child/Children")

**Full Name(s) of Parent(s)/Guardian(s):**

\_\_\_\_\_

(referred to in this Release Agreement as "Parent(s)/Guardian(s)")

**Address:** \_\_\_\_\_

**Mailing address (if different from above):** \_\_\_\_\_

**Telephone number(s):** \_\_\_\_\_

**TO: JANZEN GARLIC ACRES INC. and its owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, landlords, sponsors, successors and assigns (hereinafter collectively referred to as the "Company")**

In consideration of the Company agreeing to the participation of the Child/Children in Farm Activities and permitting the Child/Children's use of their premises, equipment, parking, as well as any other facilities and services, and for other good and valuable consideration hereby confirmed as received, I/we agree as follows:

- 1. PARENT/GUARDIAN:** I/We am/are the parent(s)/guardian(s) having full legal responsibility for decisions regarding the Child/Children.
- 2. FARM ACTIVITIES:** The term "Farm Activities" as used in this Release Agreement means: any and all activities, events and services provided, permitted, arranged, organized, conducted, sponsored and/or authorized by the Company and includes, but is not limited to, general use of grounds including its improvements, general recreation, agritourism, farm tours, use of sand boxes, climbing the Company's equipment, petting or other interaction with animals, and any other such activities, events and services in any way connected with or related to the services being provided by the Company.

- 3. RELEASE OF LIABILITY & WAIVER OF CLAIMS:** The Child/Children and I/we waive any and all claims that the Child/Children and I/we have or may in the future have against the Company and to release the Company from any and all liability for any loss, damage, expense or injury, including death, that Child/Children and I/we may suffer or that our next of kin may suffer, as a result of the Child/Children's participation in FARM ACTIVITIES, due to any cause whatsoever, including negligence, gross negligence, willful neglect, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996. C. 337, on the part of the Company.

**I/we understand that negligence includes failure on the part of Company to take reasonable steps to safeguard or protect the Child/Children from or warn the Child/Children of the risks, dangers and hazards of participating in the Farm Activities.**

Initial:

- 4. ASSUMPTION OF RISKS:** The Child/Children and I/we am/are aware that participating in the Farm Activities involves many risks, dangers and hazards including, but not limited to, changing and/or dangerous weather conditions; lightning; irregular footing on wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape; slips, trips and falls; concussion; fractures; skin or other allergies; injury due to lack of fitness or conditioning or other physical or medical concerns; failure to use protective gear; impact or collision with trees, man-made and/or natural objects, other participants or guides; wild and domestic animals including insects and reptiles; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; negligence of other participants or guides; and negligence on the part of the Company.

**I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.**

Initial:

- 5. INDEMNITY:** I/we hold harmless and indemnify Company from any and all liability, including Company's actual legal costs, for any personal injury, death, or property damage occasioned to or suffered by any person or persons resulting from the Child/Children's participation in the Farm Activities.

**I/We freely accept to indemnify and/or reimburse the Company for any damages, legal fees, or other costs the Company incurs as a result of any claims or lawsuits brought on by or on behalf of the Child/Children against the Company for any injury suffered by the Child/Children as a result of the Child/Children's participation in the Farm Activities.**

Initial:

- 6. MEDICAL DISCLAIMER:** I/We certify that the Child/Children do(es) not suffer from any conditions which may endanger the safety of the Child/Children or anyone else, by participating in the Farm Activities.
- 7. PHOTOS/VIDEOS:** I/We hereby agree and acknowledge that Company may take photographs and/or videos of me/us and/or the Child/Children during his/her/their participation in the Farm Activities (the "Images"). These Images and any intellectual property interest in the Images are the sole property of

Company and I/We confirm my/our consent to Company using the Images for the purposes of advertising, promotional, marketing materials or in such other manner as Company deems advisable.

8. **FARMS RULES:** I/We understand, and will instruct the Child/Children, that all the Company's rules and policies pertaining to any and all activities occurring on or off the Company's premises. I/we understand and will instruct the Child/Children to wear protective gear appropriate for the activities the Child/Children participate in to ensure their safety while engaging in same.
9. **DAMAGED/ LOST/ STOLEN PROPERTY:** I/We hereby agree and acknowledge that Company bears no responsibility to supervise or store any property of myself/ourselves or the Child/Children and any property that I/we bring to the Farm Activities or the Company's premises remain at my/our sole risk and responsibility. At no time will Company be considered a bailiff of my/our property or the Child/Children's property.
10. **SEVERABILITY:** If a provision of this Release Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Release Agreement will not be impaired.
11. **JOINT AND SEVERAL:** All parties signing this Release Agreement have joint and several liability.
12. **HEIRS & EXECUTORS:** This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
13. **GOVERNING LAW:** This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
14. **JURISDICTION:** Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Company with respect to the safety of participating in farm activities, other than what is set forth in this Release Agreement.

**I have read the Release Agreement and agree to be bound by its terms.**

Signature of Parent(s)/Guardian(s):

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(DD/MM/YYYY)

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\_\_\_\_\_