

Ag Advantage - Agricultural Education

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, hereby acknowledge that I have voluntarily elected to participate in the Activities offered by Robin Futch and the Ag Advantage - Agricultural Education program. I understand that the Activities will be stationed at various location sites throughout the community to include, but are not limited to, personal residences, businesses, parks, natural environments, etc. I understand and agree that the Activities and locations involve risks which include, but are not limited to, the following:

1. Traveling to and from location sites for the Activities
2. Manual labor, including but not limited to; lifting, carrying, reaching, stretching, kneeling, squatting, bending, digging and moving objects.
3. Working with tools and equipment, including but not limited to; rakes, shovels, picks, pitch forks, manure rakes, hammers, screw drivers, pliers, cutters, knives, scissors, scalpels, clippers, wire, glass, metal, wood, and power tools.
4. Working with a variety of animals that although are considered domestic and tame have unto themselves inherent risks that include but are not limited to; biting, pecking, kicking, stepping on one's toes, knocking one over, pushing one against a fence, etc.
5. Inclement weather that can impact safety, including but not limited to; rain, hail, snow, ice, cold, wind, and heat.
6. Uneven or slippery terrain, including but not limited to; slopes, rocks, gravel, sand, and other slippery or uneven conditions.
7. Working with other people whose knowledge and skill levels vary.

I understand and agree that I should be aware of my own physical limitations and make decisions to participate accordingly.

Knowing the risks related to participation in Ag Advantage activities, in consideration of my participation in the Activity, I **expressly and knowingly** agree as follows:

AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow all written rules and oral instructions given by Robin Futch, or the employees, representatives, or agents of, Robin Futch in accordance with Ag Advantage program and safety rules. I acknowledge that Robin Futch has the right to terminate my participation in the Ag Advantage program if my conduct is deemed detrimental to myself, other members of the program, or animals in

the program. I understand and agree that should I be terminated from the program I will not receive any compensation for paid registration or laboratory fees.

INFORMED CONSENT, AWARENESS OF RISKS. I have been informed of and recognize that there are certain inherent risks, dangers, and hazards associated with the Ag Advantage program activities. I understand that as a participant in Ag Advantage, I will engage in activities in which I could sustain personal injury, illness, disability, property damage, or even death as a consequence of not only the actions or inactions of Robin Futch, the employees, representatives, agents, volunteers, sponsors, and all other affiliated persons of Robin Futch and Ag Advantage, but also the actions or inactions, negligence, or fault of others or myself. In addition, I understand and agree that there may be other risks that are unknown to me or not reasonably foreseeable at this time. **I knowingly and voluntarily assume full responsibility for all risks known and unknown** arising out of my participation and use of or presence upon facilities, properties, tools, equipment, and animals in use for Ag - Advantage activities.

RELEASE AND WAIVER OF LIABILITY. To the extent authorized by law, I, individually, and on behalf of my spouse, parents, heirs, executors, administrators, personal representatives, successors and assigns, or legal wards hereby agree not to sue, will release and forever discharge Robin Futch and Ag Advantage, all family of Robin Futch, employees, representatives, agents, volunteers, sponsors, and all other persons affiliated with Robin Futch and Ag Advantage, in addition to owners, managers, and employees of facilities and properties where Ag Advantage activities take place, from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgements, cost, expense or attorney's fees, including, but not limited to, those arising from injury, illness, disability, loss or damage to my person or property, which arise out of, occur during, or are in any way the result of or connected with my participation in Ag Advantage activities, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY, LOSS OR DAMAGE, OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY IS BEING CONDUCTED.**

INDEMNIFICATION. I, individually, and on behalf of my spouse, ex-spouse or ex-partner, parents, heirs, executors, administrators, personal representatives, successors and assigns, or legal wards agree to indemnify, defend, and hold harmless Robin Futch and Ag Advantage, all family of Robin Futch, employees, volunteers, representatives, agents, and all persons affiliated with Robin Futch and Ag Advantage, in addition to owners, managers, and employees of facilities and properties where Ag Advantage activities take place, from any and all liability whatsoever for any and all claims, causes of action, damages, judgements, costs or expenses to include attorney

fees or other litigation costs, which may in any way arise from, out of, result from, occur during, or are connected in any manner with my participation in, use of, or presence upon facilities, tools and equipment, animals, and properties in use for Ag - Advantage activities.

CONTROLLING LAW. To the extent that I, individually, my spouse, ex-spouse or ex-partner, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against Robin Futch, Ag Advantage, or the spouse, family, employees, representatives, agents, volunteers, sponsors, or any person affiliated with Robin Futch and Ag Advantage, in addition to owners, managers, and employees of facilities and properties where Ag Advantage activities take place, I agree that this waiver, Release and Indemnification Agreement is to be construed under the laws of the **State of Nevada.**

FEES. I agree to pay for all damages to any animals, tools, facilities, and properties in use for the purpose of Ag Advantage activities caused by negligent, reckless, or willful actions by me.

MEDICAL AUTHORIZATION. In the event of an injury during Ag Advantage activities, I give my permission to Robin Futch, or the employees, representatives, or agents of, Robin Futch and Ag Advantage, to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin with the signing of this document and will remain in effect until terminated in writing by the undersigned or the one year renewal date, whichever occurs first. Robin Futch, or the employees, representatives, or agents of, Robin Futch, shall have the following powers:

- A. The power to seek appropriate medical treatment as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- B. The power to authorize medical treatment or medical procedures in an emergency situation;
- C. The power to make appropriate decisions regarding clothing, bodily nourishment, and shelter.

NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this agreement and I have been given a reasonable opportunity to review this document before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire.

I hereby acknowledge that I have read this entire document and that I understand the terms and conditions of participation in Ag Advantage. I am of sound mind, I am not

under the influence of alcohol, drugs, or any other intoxicants that affect one's ability to read and understand this document. I am signing this document with the understanding that it is valid and legally binding today and forever.

Participant's Name (print) _____

Participant's Signature _____

Date: _____

CONSENT OF A MINOR. I _____,

consent to the participation of my child, _____, in the program and activities of Ag Advantage - Agricultural Education. On behalf of my child, I hereby acknowledge that I have read, understand, and agree to the terms of this document. I understand and agree that I am responsible for my child's conduct and I have reviewed the **RULES** and the **AGREEMENT TO FOLLOW DIRECTIONS** with my child. Signing this document, I signify that I have **legal authority over and custody** of the child named above.

Guardian Name (print): _____

Guardian Signature: _____

Date: _____

EMERGENCY CONTACT. In case of emergency please call

Name: _____ Phone: _____

Relationship: _____

Ag Advantage Equine Experience Supplemental Waiver

I _____, completely understand the inherent risks involved with my child or myself riding a horse in the Ag Advantage Equine Experience.

I understand that when riding a horse, the minor age child I am registering for Ag Advantage Equine Experience is **required** to wear an ASTM/SEI ([ASTM International](#), formerly known as the American Society for Testing and Materials / [Safety Equipment Institute](#)), certified riding helmet.

Guardian Name (print): _____

Guardian Signature: _____

Date: _____

I understand that I have been strongly advised to wear an ASTM/SEI ([ASTM International](#), formerly known as the American Society for Testing and Materials / [Safety Equipment Institute](#)), certified riding helmet, while riding a horse in the Ag Advantage Equine Experience. I have been made aware of the inherent risks of riding a horse. I understand that there are known & unknown risks of personal injury or death. **I am a legal adult & I choose of my own accord to decline the use of a helmet.**

Participant's Name (print) _____

Participant's Signature _____

Date: _____