

# Waiver of Liability

Participant understands that farm activities including, but not limited to EAP, EAL, Farm Days and Volunteering involve physical exertion and that injuries may occur when participating in such activities. Participant accepts and assumes the risks associated with these activities, including, but not limited to, overexertion, inability to perform suggested exercises or maneuvers, physical or mental conditions that impede the ability to properly perform suggested exercises or maneuvers, and failure to follow instructions. Participant understands that farm animals will be part of the experience and accepts and assumes the risks associated with the use of farm animals while engaging in these activities. Participant hereby freely and expressly assumes all risks of property damage, injury and death associated with any activity and farm animals.

Participant understands that it is his/her responsibility to consult with a physician prior to and regarding participation in any farm experience. Participant represents and warrants that he/she has no physical or mental condition that would prevent full participation. Participant agrees to inform his/her instructor/lead immediately of any physical or mental condition that would prevent his/her full participation in any activity. In consideration for participation in farm activities, participant hereby agrees to release, hold harmless and indemnify Bracal Kilian, Kelly Kilian, the facilitator, lead and A Better Day Counseling and Farms, LLC (their members, heirs, successors, assigns, independent contractors, employees, agents, and instructors), from all claims by or on behalf of participant against any claim, injury or otherwise arising directly or indirectly out the participants participation in any activity.

This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of the facilitator, and A Better Day Counseling and Farms, LLC. This release is binding upon participant, and participants heirs, assigns and legal representatives. If signing on behalf of a minor participant, parent/guardian accepts full responsibility for any medical expenses incurred due to the minor's participation and agrees to release, hold harmless and indemnify (including costs and attorney's fees) all facilitators and A Better Day Counseling and Farms, LLC. for any claims brought by or on behalf of the minor.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS RELEASE, FULLY UNDERSTANDS ITS TERMS AND CONDITIONS, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO THE UNDERSIGNED AND INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

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- ☐ **PHOTO/ VIDEO RELEASE CONSENT** the above participant hereby consents to and authorizes the use and reproduction of all photographs and any other audiovisual material taken of me, my child and/or family. Photos/videos may be used for promotional materials, educational activities and seminars, exhibitions, social media or web content, newsletters, electronic or otherwise, videos, press releases, or any other use for the benefit of the program.

Participant's Name and DOB: \_\_\_\_\_

Guardians Name: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Medication or allergies: \_\_\_\_\_

\_\_\_\_\_  
Participant Signature (or parent/guardian if under 18)

\_\_\_\_\_  
Date