

## Hearts of Heaven Farm, LLC

### LIABILITY WAIVER & RELEASE

(IMPORTANT: PLEASE READ THE FOLLOWING LEGAL DOCUMENT CAREFULLY)

Waiver and Release from Liability for Petting Zoo I, \_\_\_\_\_ (adult and/or minor child) HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC and its agents, employees, volunteers, officers, directors, affiliates, successors, beneficiaries and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or Child ever had or may have arising from or in any way related to my/child's participation in any events or activities conducted by, on the premises of, or for the benefit of, Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC.

Petting zoo is inclusive but not limited to any/all types of animal interactions. I understand that the activities that I/children will participate in and that I/children will see are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I/children will be in direct contact with animals that include but are not limited to: cows, goats, rabbits, pigs, sheep, horses, chickens, etc., among other animals that may not be listed.

I understand that, as with most animals, they may react in an unpredictable way to sounds, sudden movements, people, or other animals that could result in injuries to people. On behalf of myself, said children, my heirs, assigns and next of kin, I/children waive all claims for damages, injuries and death sustained to me/children or property, that I/children may have against the aforementioned released party to such activity.

By this waiver, I/children, assume any risk, and take full responsibility and waive any claims of personal injury or death or damage to personal property with Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC including but not limited to entering the Farm, Paddocks, Petting Zoo, observing or interacting with the animals, using the equipment in any manner, form or fashion, and practicing and/or engaging in other related activities including the initiating of prohibited contact with the animals on and off the premises and disobeying any Petting Zoo regulations both posted and unposted. It is a condition of entry that visitors observe all verbal and visual warnings, do not venture over exhibit safety barriers without explicit permission and do not enter the Petting Zoo's off limit areas.

This WAIVER AND RELEASE contains the entire agreement between parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of the WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC, whether by agreement, by operation of law, or otherwise. I have read, understand and fully agree to the terms of this WAIVER AND RELEASE.

I understand and confirm that by signing this WAIVER AND RELEASE that I/children have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress of threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I understand that this agreement contains a promise not to sue Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC or their employees, volunteers or any associates. If any affiliated insurance providers to me or my child pursue legal action of any nature, I will indemnify Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC and will be responsible for all litigation costs in their defense.

This Agreement shall be construed under and governed by the internal laws of the State of Florida, without giving effect to any conflict of laws provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

Please Initial one of the following \_\_\_\_\_ I Do \_\_\_\_\_ I Do Not Authorize Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC, to publish photographs taken of myself and/or the minor child or children listed above, and our names and likenesses, for use in the Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC print, online and video-based marketing materials, as well as other Company publications. By checking "I Do", I acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I hereby release Marissa Briggs, Joshua Briggs and Hearts of Heaven Farm LLC, its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below.

I am 18 years of age or older, and/or legal guardian of children, and mentally competent to enter into this waiver.

Date: \_\_\_\_\_

Printed Name of Children: \_\_\_\_\_

Printed Name of Adult(s): \_\_\_\_\_

Signature: \_\_\_\_\_