



ParticipantsName: \_\_\_\_\_

\_\_\_\_\_

Families may list individual children and spouses here

E-Mail: \_\_\_\_\_

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

In Case of Emergency, who should we contact: \_\_\_\_\_

Name

Phone Number

**"WARNING"**

Under Washington state law, RCW 4.24.835, there is limited liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such an injury or death results exclusively from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. We are required to ensure that in any activity involving minor children, only age-appropriate access to activities, equipment, and animals is permitted. You are assuming the risk of participating in this agritourism activity.

The Equine Activity Liability laws of the State of Washington, RCW 4.24.540, state among its statutory provisions that "an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity.

**NATURE OF AGREEMENT**

This is a legally binding release, waiver of liability and Assumption of the Risk Agreement (the "Agreement"). Please read it carefully before signing. In consideration for Black Dawg Farm and Sanctuary (henceforth referred to as BDFS), a Washington State Incorporated company and 501©3 Non-Profit Organization) agreeing to take an individual ("Participant") on a tour of the facilities and animals at 12020-123<sup>rd</sup> Ave SE, Rainier, WA 98576. Participant is 18 years of age or older. Children under 18 must have the release signed by a parent and or Participant agrees to the following terms and conditions:

1. ACKNOWLEDGMENT OF RISKS Participant acknowledges and agrees that Participant is embarking on a sightseeing tour, which involves potentially dangerous activities, touring an active farm sanctuary, including but not limited to. I acknowledge the known and inherent risks of large unpredictable farm animals, horses and other animals, but are not limited to the following: 1) weather conditions that may change quickly, including temperature, wind, rain and snow, lightning, fog and excessive heat and sun; 2) hypothermia (being too cold) and

## LIABILITY AND ACKNOWLEDGEMENT OF RISK

hyperthermia (being too hot); 3) trail conditions, including slippery and loose footing, water crossings, falling rocks, branches and timber, fences, and motorized/non-motorized traffic; 4) contact with plants, insects, reptiles, and wild/domestic animals; 5) improper and/or inadequate first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 6) my own physical condition and or omissions; 7) the consumption of tainted food or drink, including exposure to polluted or contaminated water 8) my own failure or that of other participants to follow the safety guidelines and commands/instructions of BDFS docents/tour guides, counselors or instructors; 9) improper use of equipment; 10) inadequate repair or maintenance of BDFS facilities and equipment; 11) manufacturing or other defects, both apparent and latent, in equipment supplied or used by BDFS ; 12) vehicular or pedestrian accident while being transported or walking to or from BDFS staging areas; 13) error negligence on the part of BDFS and its instructors, guides, counselors and other employees, including insufficient instruction or assistance. Furthermore, BDFS guides, counselors and instructors have a difficult job to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on BDFS and its instructors, guides, counselors and other employees to list all possible risks for me. Participant assumes the risks associated with the Tour activities.

2. Participant agrees to exercise ordinary and reasonable care at all times. Participant acknowledges and agrees that BDFS shall not be responsible or liable for any accident, injury, theft, loss or damage caused by Participant's actions, judgment and or negligence. Participant waives any claim which Participant, Participant's heirs, successors assigns, spouse, family members or legal representatives may have against BDFS arising from or as a result of any such accident, injury, theft, loss or damage caused by Participant's actions, judgment or negligence.

3. Participant acknowledges that it is Participant's responsibility to provide for Participant's own accident and health coverage while participating on the Tour. BDFS does not provide for any accident or health coverage for any of its Participants.

4. Participant understands and acknowledges to follow all posted rules and signs. Failure to do so will result in being asked to leave as safety is of paramount interest for our Participants, volunteers, vendors, and animals.

5. In consideration of Participant's participation in the various activities that comprise the Tour, Participant understands and accepts the risks associated with participation in these various activities and agrees that neither BDFS, nor any of its officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entitles associated with BDFS, will be liable for any personal injury, death or damage of any kind whatsoever, unless caused by BDFS's gross negligence or intentional malfeasance.

6. Participant agrees and acknowledges that BDFS shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought on the Tour by Participant, which may occur on or during the Tour. Participant hereby expressly waives any claim which Participant, Participant's heirs, successors, assigns, spouse, family members, or legal representatives may have against BDFS arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that Participant brings on the Tour is brought at Participant's sole risk and is Participant's sole responsibility.

7. Participant assumes the risk of and releases, defends, and holds BDFS harmless for any liability, for any death, physical or other injury, loss, or harm suffered by during or as a consequence of Participant's participation or presence in or on any activity that comprises the Tour under any circumstances unless caused by BDFS's gross negligence or intentional malfeasance. Therefore, Participant agrees to indemnify, defend, and hold BDFS harmless against any liability, damages, defense costs (including attorneys' fees), or from any other costs incurred in connection with any claims for bodily injury, wrongful death, or property damage brought by Participant, Participant's heirs, successors, assigns, spouse, family members, or legal representatives, except to the extent that any loss or damage is caused by BDFS's gross negligence or intentional malfeasance.

8. This Agreement shall be binding on Participant's agents, heirs, and successors or assigns, and shall apply to all sponsors, officers, officials, members, managers, directors, agents, employees, volunteers, independent

contractors, vendors, business partners, or any other individuals or entities associated with or connected to BDFS in anyway.

9. Participant hereby gives full consent to BDFS to use and publish Participant's likeness on BDFS's advertisements; Participant acknowledges that BDFS does not have to compensate Participant in any way for the use of Participant's likeness on BDFS advertisements. Likenesses include, but are not limited to photographs, images, renderings, and drawings of Participant. Advertisements include, but not limited to BDFS's website as well as any brochures, bulletins, digital advertisements, web-based advertisements, and printed advertisements in newspapers and/or magazines.

10. Participant agrees that under no circumstances shall BDFS be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, regardless of whether arising from breach of contract or tort, even if BDFS was advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen by BDFS.

11. LEASED PROPERTY. I understand and acknowledge that BDFS operates on land leased from Thomas and Kelly Lapham, and that as a condition of the lease, BDFS has agreed to obtain from any person entering onto the property under BDFS a complete release of all claims for personal injury, death or property damage against Thomas and Kelly Lapham related to such entry onto the property. I hereby acknowledge that hidden dangers, unsafe conditions and dangerous structures exist on the property. I hereby accept all risk of personal injury, death or property damage from any cause whatsoever while I am on the property, including without limitation personal injury, death or property damage related to dangerous conditions and latent defects in the property and structures thereon. On behalf of myself, my spouse, children, parents, heirs, assigns, personal representative and estate, I hereby voluntarily waive, release, forever, discharge and agree to indemnify and hold harmless Thomas and Kelly Lapham and all claims, demands, or causes of action which in any way are connected with my entry onto real property owned by Thomas and Kelly Lapham.

12. To the fullest extent permitted by Law, all parties to this agreement voluntarily and knowingly, WAIVE THE RIGHT TO A TRIAL BY JURY after consulting with counsel (or after having waived the opportunity to consult with counsel). THE RIGHT TO A TRIAL BY JURY IS A RIGHT PARTIES WOULD OR MIGHT OTHERWISE HAVE HAD UNDER THE CONSTITUTIONS OF THE UNITED STATES OF AMERICA AND THE WASHINGTON STATE. THIS WAIVER APPLIES IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) RELATING DIRECTLY OR INDIRECTLY TO THE TERMS OF THIS AGREEMENT. The parties' reciprocal agreement to the waiver set forth in the foregoing sentence is a material inducement to the parties' respective agreements to the other terms of this Agreement.

13. The parties to this agreement agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this agreement through mediation or through binding arbitration in accordance with the principles of the Uniform Arbitration Act, and other related laws of the Washington State. THE PARTIES MAKE THE FOREGOING COMMITMENT WITH FULL KNOWLEDGE THAT BY AGREEING TO SUBMIT DISPUTES TO BINDING ARBITRATION, THE PARTIES ARE AGREEING NOT TO RESORT TO THE COURTS OR THE JUDICIAL SYSTEM, AND ARE WAIVING THEIR RIGHTS TO DO SO. Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel" that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a neutral arbitrator, either party shall have the right to petition the Thurston County Court to appoint a neutral arbitrator. In order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within a reasonable time following the unsuccessful mediation of their dispute.

14. Participant acknowledges and agrees that all issues and questions concerning the construction, validity, interpretation, and enforceability of this Agreement or the rights and obligations of any Participant in connection with any Tour shall be governed by and construed in accordance with the internal laws of the Washington State without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or country's laws. If paragraph fourteen (15) is found to be unenforceable, then each Participant hereby submits to the exclusive jurisdiction and venue of the state courts in Olympia, Thurston County,

