

**WAIVER OF LIABILITY  
ASSUMPTION OF RISK & RELEASE  
RAKOW RANCH LLC**

\*Please read this agreement carefully

1. **Knowingly Enter into this Agreement.** I, knowingly enter into this agreement and wish to participate in services or activities offered by Rakow Ranch LLC, referred to as the Company, described in Paragraph 2 of this Agreement and knowingly enter into this Waiver of Liability and Assumption of Risk Agreement. I understand this Agreement and intend to be legally bound by it.
  
2. **Description of Activities (referred to individually and collectively as “the Activities”).**  
Petting animals that are included in the petting zoo booked- goats, sheep, rabbits. Feeding goats, sheep, alpacas, llamas, pony, chickens, ducks, geese, and rabbits. Being near goats, sheep, alpacas, llamas, pony, chickens, ducks, geese, and rabbits. Holding rabbits.
  
3. **Assumption of Risk.** I understand that the Activities offered by the Company and described in this Agreement, even under the safest conditions, may be hazardous and that my participation may expose me to elements of risk that may include loss or damage to personal property, bodily injury, psychological damage, or death. I understand that animals can be unpredictable by nature, even under the safest conditions. Risks include, but are not limited to, the following, injury or death from the result of an animal(s) or people, in addition to unknown risks. I am fully aware of the dangers and risks to my person and property and elect to voluntarily engage in the Activities. I understand that I am under no obligation or compulsion to engage in the Activities and I elect to engage in the Activities on my own free will with full knowledge of and assumption of the risk inherently associated with said Activities. The opportunity to engage in the Activities is adequate and sufficient consideration for this Agreement.
  
4. **Waiver of Liability.** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to hold harmless, to the maximum extent permitted by the applicable law, and hereby waive and release and forever discharge, Rakow Ranch LLC, the Company, along with its owners, officers, employees, agents, insurers, heirs, successors and assigns from any and all liability, loss, debts, damage or expense, which arises out of, occurs during, or is any way connected with participation in the Activities.
  
5. **I AM VOLUNTARILY PARTICIPATING IN ACTIVITIES ON/OFF THE FARM AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. The risk of use of the property and fully WAIVES and RELEASES RAKOW RANCH LLC from any liability for loss, injury, further impairment or death.**
  
6. **I understand the activities that I/Children 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 llama, alpaca, sheep, goats, ducks, chickens, rabbits, pony, and geese. I understand that as with most animals, they may act 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, 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.**
  
7. **Miscellaneous.** I agree that this Waiver of Liability and Assumption of Risk is governed by the laws of the State of Minnesota, and any disputes arising from my participation in the Activities or this Agreement shall be venued in Carver County, Minnesota. I agree that I will be responsible for my own attorney’s fees in any dispute involving the Activities or this Agreement and that I will also be responsible for the Company and/or its insurers’ or affiliates’ attorney’s fees in the event the Company is the prevailing party.

CUSTOMER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

