

WAIVER

Oliver Beans Farm, Petting Goats/Mini Donkeys & Food Waiver and Liability Release.
PLEASE READ CAREFULLY AND THOROUGHLY BEFORE SIGNING.

This is a waiver of your legal rights and an agreement to hold harmless Oliver Beans Farm, Petting Goats/Mini Donkeys, Wendy Maselli as Owner and Operator at 87 Prodelin Way, Millstone Township, NJ 08535.

In considerations of Oliver Beans Farm, Petting Goats/Mini Donkeys, Wendy Maselli hereinafter "Owner" allowing me,

Host Booking this Venue/Legal

Name: _____

For: ALL EVENT ATTENDEES AND PARTICIPANTS hereinafter "Event Attendee" to voluntarily participate in farm animal related activities Including but not limited to any and all interaction and handling of the various farm animals provided in petting, including but not limited to goats, donkeys, chickens, ducks, pigs, sheep, horses, etc.

ALL EVENT ATTENDEES, PARTICIPANTS & LEGAL GUARDIANS OF MINORS ARE REQUIRED TO SIGN AND INITIAL A SAFETY AND LIABILITY WAIVER DUE UPON ARRIVAL. ATTENDEES WHO REFUSE TO SIGN THIS WAIVER WILL BE DENIED PARTICIPATION AND MUST LEAVE THE PROPERTY. It is agreed on behalf of the event attendee and participants and for their/his/hers heirs, assigns and representatives, (hereinafter collectively "event attendee") that:

1. ASSUMPTION OF RISK

Event Attendee is aware that riding, handling, or working with a donkey/horse is very dangerous, with a high risk of serious injury or death, to both the Event Attendee and the donkey/horse. There are inherent risk of injury or death in this activity that no amount of care, caution, instruction or experience can eliminate. Such dangers include but are limited to, being kicked, bitten, stomped on, run into, run over, attacked, equipment failure, etc. Event Attendee is also aware that any interaction or handling of farm animals is an unpredictable activity. Such dangers can include but are not limited to being stepped on, bitten, kicked, dragged, run into, head butted, jumped on, scratched, etc.

IN ADDITION, EVENT ATTENDEE UNDERSTANDS AND WILL ENSURE THAT ANY CHILDREN ENTERED WILL BE ACCOMPANIED AND SUPERVISED BY A RESPONSIBLE ADULT OR GUARDIAN AT ALL TIMES. USE AND ACCESS OF OWNER'S HOUSE IS PROHIBITED.

2. ASSUMPTION OF RISK

Event location and Nature Conditions in addition to the above risks, Event Attendee understands and accepts that certain risks at event location can occur. Such risks include but are not limited to loose dogs and other animals, unpredictable event activities that may cause unpredictable behavior from Owner's farm animals, etc. NATURES CONDITIONS include but are not limited to, earthquakes, fire, lightning, thunder, extremely heavy winds, rain, snow, sleet, hail, mud, etc. Event Attendee FREELY ASSUMES ANY ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF OWNERS.

3. ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

Event Attendee acknowledges that food served at this event is not prepared in a commercial kitchen and may contain common allergens, such as dairy, eggs, wheat & soybeans. While Owner takes steps to minimize risk, cross-contamination may occur. Event Attendee assumes all risks related to foodborne illness or allergic reactions, including leftovers taken home. Event Attendee has read the ingredient list provided under The Menu section & has informed Owner of any food allergies. Event Attendee releases Owner from all liability, claims, damages and medical bills resulting from the consumption of food or beverages.

4. ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

Event Attendee acknowledges that this event involves risks of encountering insects including but not limited to bees, wasps, ants, etc. that may cause allergic reactions, including severe anaphylaxis. Owner will call 911 immediately and Event Attendee is responsible for giving medical providers consent and will be responsible for having & administering your own medication (e.g. EpiPen) and releases Owner from all liability, claims, damages and medical bills resulting from any allergic incident.

5. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE In considerations for being permitted to participate in donkey related and animal related activities by Owner, EVENT ATTENDEE TO FOREVER DISCHARE AND RELEASE FROM ANY LEGAL LIABILITY AND NOT TO SUE OWNERS for any injuries or personal property damage caused by or resulting from any access to Owners donkeys or farm animals, INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF OWNERS NEGLIGENCE. THIS INCLUDES THE USE OF PHOTOGRAPHS AND VIDEOS TAKEN BY EVENT ATTENDEE AND POSTED ON ANY SOCIAL MEDIA WITHOUT AN EVENT ATTENDEE'S PERMISSION.

6. INDEMINITY AGREEMENT. Event Attendee agrees for their/his/hers heirs, assigns and representative to INDEMNIFY AND HOLD HARMLEES OWNERS from any and all losses, claims, actions, causes of actions or proceedings of any kind which may be initiated by Event Attendee or by any other person or organization on Event Attendee's behalf, including demands for damages, judgments, costs, loss of services, or expenses arising from activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by Owner.

7. PAYMENT AGREEMENT. Event Attendee agrees to pay \$675.00 for four(4) hours 1PM TO 5PM with a maximum of 10 people, children included and pay a non-refundable deposit of \$175.00 to hold date requested. Event Attendee also agrees to pay \$250.00 or remaining balance of \$500, one (1) week prior to event. If there is a remaining balance of \$250, this is due at the time of arrival, not at the end of the event. Event Attendee is aware that this is a rain or shine event, as a professional tent is provided. Cancellations must be made one (1) week in advance.

EVENT ATTENDEE IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR THEIR, HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT. EVENT ATTENDEE FURTHER EXPRESSLY AGREES THAT THE FORGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

EVENT ATTENDEE: I SIGN THIS VOLUNTARILY, UNDERSTANDING I AM WAIVING CERTAIN LEGAL RIGHTS.

DATE: _____

EVENT ATTENDEE PRINT FULL NAME

EVENT ATTENDEE or LEGAL GUARDIAN FOR MINOR LISTED ABOVE SIGNATURE