

Release of liability for Apthorp Farms Inc Reindeer Farm visit

Please read, print, sign, bring to scheduled visit and agree before your visit and admission to our farm. No admission allowed without forms

COMPLIANCE WITH FEDERAL AND STATE/Commonwealth PERMITS, LAWS, RULES, REGULATIONS In order to Display/Perform, AFI hereby certifies that it remains in compliance with Pennsylvania Department of Agriculture Chronic Wasting Disease, TB and Brucellosis Free regulations, as well as all regulations as set forth by the United States Department of Agriculture (USDA), including maintaining the required USDA Exhibitors License and Pennsylvania Game Commission Menagerie Permit.

Apthorp Farms Inc. is a working farm, and any admission is strictly allowed by the owners of Apthorp Farms which is private property.

Apthorp Farms reserves the right to deny admission or remove unruly guests, guest whom violate our biosecurity, intend to do damage or harm, harass our animals, threaten or harass any staff or guests or violate any part of this release. _____initial

Apthorp Farms, Inc. is a Federally Designated USDA Class "C" Licensed Farm and remains in compliance with all Federal and State/Commonwealth laws, permits, rules and regulations. Apthorp Farms, Inc. maintains a current Pennsylvania Game Commission Special Menagerie Permit and a USDA Exhibitor's License. Apthorp Farms, Inc. is Fully Insured and provides General Liability Insurance. Further, Apthorp Farms, Inc. remains in compliance with the USDA and PA Department of Agriculture regulations that its Herd is Chronic Wasting Disease (CWD) Free, Tuberculosis Free and Brucellosis Free. _____initial

DISCLAIMERS REGARDING REINDEER Though AFI Reindeer are domesticated and gregarious animals, Reindeer are, by nature, unpredictable and can become feral and sometimes aggressive. At all times during the Event and in its sole discretion using its Handlers' experience and caution, AFI SHALL maintain both (a) the supervision, management, control, command and operation of the Reindeer AND ALSO (b) the Reindeer Designated Area of the Venue so as to maintain the safest experience for the Client, the Client's Invitees, AFI and the Reindeer. If, at any time during the Event, AFI deems anything to be unsafe, AFI has the right to do whatever is necessary to keep all Parties, Property and Reindeer safe, including without limitation, removing the Reindeer from the Area and/or Venue _____initial

PHOTOGRAPHY & MEDIA – FINANCIAL GAIN FROM REINDEER AND INTERACTION WITH AFI – a. AFI does NOT provide a photographer or any media exposure for any Event. b. PERSONAL USE OF MEDIA ONLY, NON-DISTRUTION FOR GAIN – Though AFI does not discourage the use of cameras and photography, videography and/or media devices (and, thus, such items are permitted in and around the Designated Area), any resulting images or video are authorized SO LONG AS THAT USE IS PERSONAL IN NATURE. c. NO FINANCIAL GAIN – THE CLIENT NOR ANY INVITEE OF CLIENT SHALL GAIN FINANCIALLY FROM ANY MEDIA TAKEN FROM THE EVENT AND CLIENT EXPRESSLY AGREES THAT CLIENT WILL BE LEGALLY RESPONSIBLE AND LIABLE FOR ANY PROFIT therefrom, including without limitation, the re-selling of any likeness, image, video and/or media of any type that includes, contains, utilizes, and/or consists of the Reindeer or their appearances/performance. d. PROMOTION FOR FUTURE EVENTS – AFI MUST APPROVE IN WRITING ANY MEDIA UTILIZING, INCLUDING, CONTAINING AND/OR CONSISTING OF AFI'S REINDEER,

THEIR LIKENESS, ETC. FOR PROMOTIONAL PURPOSES. ANY PROMOTIONAL USE BY CLIENT, WHETHER FOR PROFIT OR FOR PUBLICITY, IS STRICTLY PROHIBITED WITHOUT EXPRESS WRITTEN CONSENT FROM AFI. e. The use of photography of any and all Events requires a Photo Release available from AFI.

Interview questions regarding the Reindeer, their care, lifestyle, etc., shall be directed toward the Owners of AFI only, specifically, Deb Apthorp or Scott Apthorp. Any misuse or misrepresentation of any information given by, and/or any derogatory statements, slander and/or libel SHALL BE prosecuted by law. _____ initial

MALICIOUS ACTS, TERRORISTIC THREATS AND/OR ANIMAL ABUSE – Malicious acts, terroristic threats, and/or abuse at any point prior to and/or during the Event against any AFI Property, Reindeer or Staff SHALL NOT be tolerated. If at any point during the Event any person affiliated with Client, including its staff and Invitees becomes unruly, dangerous and/or agitated, and/or threatens, agitates, dangers the wellbeing of the Reindeer, AFI property or staff, and/or AFI itself, AFI reserves the right to REMOVE THE REINDEER AND LEAVE THE EVENT, if that is reasonably necessary. AFI will take all necessary precautions and will work with the Client and Venue Operator to rectify any such act that would cause it to leave the Event and to cancel this contract, but also, specifically reserves the right to deny any partial or full refund if the same should happen. Any damages, injuries, and medical or veterinary treatment to Apthorp Farms staff or reindeer are protected under U.S.C subsection 43.AETA. All legal fees and court costs will be filed against all parties involved. Further, AFI reserves the right, in its sole and reasonable discretion, to contact Law enforcement. _____ initial

INDEMNIFICATION, HOLD HARMLESS, WAIVER & RELEASE OF LIABILITY BY SIGNING BELOW, CLIENT HEREBY INDEMNIFIES AFI, RELEASES AFI FROM ANY AND ALL LIABILITY, HOLDS AFI HARMLESS AND WAIVES ANY CLAIM AND/OR CAUSE OF ACTION AGAINST AFI, AND, FURTHER FOREVER DISCHARGES AFI, its agents, employees, officers, directors, affiliates, successors and/or assigns of and from any of and all claims, demands, debts, contract, expenses, causes of action, lawsuits, damages and/or liabilities, of every kind and of any and every nature, whether known or unknown, in law or equity, that ever actually did, do or may have arisen from any Event or activity conducted by or on the premises or for the benefit of AFI. This waiver, release of liability and indemnification SHALL NOT apply to any acts of AFI and/or its Agents or Reindeer, including those of gross negligence, or intentional or willful misconduct _____ initial

DAMAGE OR HARM TO REINDEER AND/OR AFI PROPERTY – Client SHALL BE responsible and liable for any and all costs and/or damages caused by Client and/or its Invitees to any items owned and operated by AFI, including without limitation harm to its Reindeer, set-ups, vehicles, trailers, etc. By signing this Agreement, Client SPECIFICALLY AND KNOWINGLY promises and obligates itself to pay for and/or reimburse AFI for any and all damage that occurs on or to any items at any time from set-up to the end of the Event. In the event of serious damage, AFI reserves the right to repair or replace the damaged item or items in its sole discretion, at Client’s sole expense _____ initial

MALICIOUS ACTS, TERRORISTIC THREATS AND/OR ANIMAL ABUSE – Malicious acts, terroristic threats, and/or abuse at any point prior to and/or during the Event against any AFI Property, Reindeer or Staff SHALL NOT be tolerated. If at any point during the Event any person affiliated with Client, including its staff and Invitees becomes unruly, dangerous and/or agitated, and/or threatens, agitates, dangers the wellbeing of the Reindeer, AFI property or staff, and/or AFI itself, AFI reserves the right to REMOVE THE REINDEER AND LEAVE THE EVENT, if that is reasonably necessary. AFI will take all necessary precautions and will work with the Client and Venue Operator to rectify any such act that would cause it to leave the

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Signed by all guest over 18

Name/names og all party members 18 and older: _____

Signatures
