

COOPER'S HIGHLANDS INDEMNITY FORM

On behalf of myself and my group / party / family, whose names are listed here as the occupants, I the undersigned hereby:

1. Acknowledge and accept the risks, hazards and dangers that may inherently exist on the farm, including the risks relating to animals, reptiles, birds and insects and the possibility of suffering bodily harm, injury, death, and loss of property which may arise as a result of the activities and or the presence of animals, reptiles or insects while on the property known as Cooper's Highlands and that, as the representative / group leader / parent / spouse / partner, I accept, on behalf of the occupants, full responsibility and unabridged liability.
2. Agree that the operators and proprietors of Cooper's Highlands, and its holding, subsidiary and associated companies, their servants, employees, directors, shareholders and any other person connected (whether directly or indirectly) with the operation of Cooper's Highlands will not be liable or responsible for any loss or damage to property, bodily harm, injury, death, loss of support or any other form of damages or claim from whatsoever cause arising including, but not limited to, the injury or death of, or loss of support of or by any third party.
3. Waive and abandon all claims of whatsoever nature and howsoever arising (including claims arising directly or indirectly from the injury, death or bodily harm to or loss of support of or by any third party) against Cooper's Highlands and its holding, subsidiary and associated companies, their servants, employees, directors, shareholders and any other person connected (whether directly or indirectly) with the operation of Cooper's Highlands and facilities accommodated thereon including but not limited to any such claims which may have arisen.
4. Acknowledge that the waiver and abandonment relates to any claim from whatsoever cause arising, or loss suffered and whether arising from any act (negligent or otherwise), commission or omission on the part of those entities and persons to whom the foregoing waiver and abandonment applies.
5. Indemnify and hold harmless the companies and persons referred under point 2 above from any and all claims of whatsoever nature and howsoever arising by any of myself, spouse, companions, partner, children (whether minor or major), any dependants or relatives and any person accompanying me to Cooper's Highlands (whether as invitee or employee or otherwise), including but not limited to any claims arising.
6. Acknowledge that the premises contain an unsupervised, open dam which may be used at our own risk. No Lifeguard on Duty!
7. Accept that children must always be under adult supervision.
8. Warrant that I have full legal capacity to make and give the acknowledgments, waivers and indemnities.

9. Acknowledge that I have read and understand the acknowledgments, waivers and indemnities and that I am bound thereby without limitation in time, extent or damages or cause of action.
10. Acknowledge that the provisions of this waiver and indemnity do not exclude or limit, or purport to exclude or limit, any liability which by law may not be excluded or limited.
11. Acknowledge that I/we have considered and understand the aforesaid and that I/we have no questions or misapprehensions about the aforesaid and agree to be bound by and willingly sign this document.

Signed at _____ on this _____ day of _____ 202_

On behalf of the occupants: Name: _____ Signature _____