

# DEAN'S TURTLE FARM

## Turtle Tour Agreement & Liability Waiver

**Important:** This document is a legally binding agreement and liability waiver. Please read carefully before signing.

This Agreement & Liability Waiver ("Agreement") is entered into between **Dean's Turtle Farm** ("Provider") and the undersigned participant ("Participant") on the date signed below.

### Private Residence & Accessibility Notice

This experience takes place at a **private home-based animal sanctuary** and not a commercial facility. The property includes outdoor terrain and indoor animal rooms that are **not fully accessible**. Participants must be able to independently navigate uneven ground, steps, tight spaces, and changing environmental conditions, and must follow all safety instructions at all times.

Children and adults, including individuals with special needs, are welcome when accompanied by a parent or legal guardian, provided that supervision and mobility needs can be safely managed within the space.

Due to the layout of the property, active animal enclosures, and limited indoor space—especially during winter months—larger group visits or institutional outings requiring additional staffing, mobility assistance, or specialized supervision cannot be accommodated.

### Assumption of Risk

Participant acknowledges that there are inherent risks associated with entering the premises of Dean's Turtle Farm and interacting with live animals, including but not limited to bites, scratches, illness, allergic reactions, slips and falls, uneven terrain, and injuries related to tools, equipment, or animal enclosures. Participant voluntarily assumes all risks of bodily injury, illness, death, or property damage arising from participation, regardless of cause.

### Waiver, Release & Indemnification

In consideration for being permitted to enter the premises and participate in the turtle tour, Participant, on behalf of themselves and their heirs, personal representatives, and assigns, hereby releases, waives, discharges, and agrees to indemnify and hold harmless Dean's Turtle Farm, its owners, family members, officers, employees, volunteers, and agents from any and all claims, demands, actions, damages, or liabilities arising from participation in the tour or presence on the property.

### Health & Safety Rules

Participant agrees to follow all safety rules and instructions provided by Dean's Turtle Farm, including but not limited to: washing hands before and after animal interaction, not feeding animals unless instructed, remaining within designated areas, and interacting with animals only when permitted. Failure to follow rules may result in immediate removal from the property without refund.

### Minors

If the Participant is under 18 years of age, this Agreement must be signed by a parent or legal guardian. The parent or guardian assumes full responsibility for the minor's actions, supervision, and safety during the visit.

# Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Any disputes shall be resolved exclusively in the state courts located in Carroll County, Maryland.

## Severability & Binding Effect

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect. This Agreement is binding upon the Participant and their heirs, representatives, and assigns.

By signing below, Participant acknowledges that they have read, understood, and voluntarily agree to all terms of this Agreement.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature (if minor): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_