

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, \_\_\_\_\_, (hereinafter referred to as “I”, “me”, or “my”) desire to visit the property located at 9880 Swede Lake Road, Watertown, MN (the “Property”) for the purpose of an Ecotherapy Workshop. As lawful consideration for being permitted on the Property to participate, facilitate, supervise, or otherwise be involved in the Activities on the Property and/or the intangible value that I will gain through the use of the Property by participating, facilitating, supervising, or otherwise being involved in the Activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES BECAUSE THEY ARE CONDUCTED OUTDOORS IN AN UNCONTROLLED NATURAL ENVIRONMENT ON NATURAL UNIMPROVED WALKING PATHS OVER UNEVEN GROUND THAT IS SUBJECT TO CHANGING CONDITIONS RESULTING FROM CHANGING WEATHER CONDITIONS AND WHERE WILD ANIMALS, INSECTS, AND OTHER UNPREDICTABLE FORCES OF NATURE EXIST AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I OR MY THERAPY ANIMAL SUSTAIN WHILE ON THE PROPERTY MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF RECUPERACRES LLC OR ITS CONTRACTORS, AGENTS OR EMPLOYEES.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against RecuperAcres LLC, and its officers, managers, employees, agents, representatives, contractors, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of any injury, death, or property damage arising out of or attributable to my use, participation, facilitation, supervision, or other involvement in the Activities, arising out of my own negligence or the negligence of RecuperAcres LLC, its agents, contractors, or employees, and any Releasees. I covenant not to make or bring any such claim against the RecuperAcres LLC or any other Releasee, and forever release and discharge RecuperAcres LLC and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless RecuperAcres LLC and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party in a final judgment and/or arising out of or resulting from any claim of a third party related to my use, participation, facilitation, supervision, or other involvement in the Activities.

This Agreement constitutes the sole and entire agreement of RecuperAcres LLC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to

such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of RecuperAcres LLC and me and each of our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Carver County, Minnesota and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS INCLUDING THE RIGHT TO SUE RECUPERACRES LLC.**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**PHOTO RELEASE**

By participating in the Introduction to Outdoor Ecotherapy in Clinical Practice workshop, I hereby grant on behalf of myself the irrevocable right and permission to photograph and/or record any of us in connection with such activity and to use the photographs and/or recordings in any manner for any purposes, such as on its website, or for promotional purposes. I further acknowledge and agree that the rights granted by this release are without compensation of any kind.