

RELEASE, INDEMNIFICATION AND RELEASE FROM HARM AGREEMENT

In consideration of participating in a tour at Unity Farm Sanctuary Inc, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Unity Farm Sanctuary and its owners, employees, agents, officers, participants and all other persons or entities acting for them (hereinafter collectively referred to as 'Releasees'), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

I acknowledge that farm activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, injuries caused by equipment, death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment and best practices, without jeopardizing the essential qualities of the activity.

I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risk. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical limitations or medical condition, then I will immediately discontinue participation.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or course of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit, I agree to do so solely in the State where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

I agree that any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that If I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived any right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Covid-19 Acknowledgement of Risk and Acceptance of Services

I am aware of the risks of contracting Covid-19 while receiving face to face services from Unity Farm Sanctuary at this time of the pandemic outbreak.

I am aware that face to face services increase my risk of contracting and passing on the Covid-19 or Coronavirus and agree to hold harmless Unity Farm Sanctuary, it's employees and all other individuals I may come in contact with during this interaction and receiving of services.

I agree to and will follow all guidelines for personal hygiene, personal safety and public safety as recommended by Unity Farm Sanctuary and my individual provider/practitioner. This may include, but is not limited to, waiting in my vehicle and/or home until I am asked to enter the building/vehicle either in person or via telephone; washing my hands prior to each session; use of hand sanitizer upon request; wiping down surfaces with disinfecting wipes and/or wearing a protective medical mask and/or gloves. At this time, the Sanctuary House is closed, and a Portable Clean Restroom is provided.

I agree to cancel my services should I have within the previous 24 hours to 2 weeks personally exhibited or have been in contact with someone who has presented with illness including; cough, sneezing, fever, chest congestion or additional signs of potential spread of any virus or bacteria/disease. In addition, I will follow the recommendations of my provider once I have notified them of these risks in regards to my future services during this pandemic.

Unity Farm Sanctuary will engage in regular cleaning and sanitizing of animal rescue tack, grooming supplies, doors, and frequently touched areas in-between clients and on a daily basis as recommended by the CDC and our contracted Veterinarian for the safety of clients, employees, volunteers and animal rescues.

I am signing under my own free will and choice and agree to follow these and hold harmless all individuals associated with or through my services acquired from Unity Farm Sanctuary.

Signature: _____ Date: _____

PRINTED NAME(S) Adults in Family:

Address: _____ City: _____ State : _____ Zip _____

Email Address: _____ Phone: _____

PARENT/GUARDIAN ADDITIONAL AGREEMENT: Must be completed for participants under the age of 18

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent/Guardian Signature _____ PRINTED NAME: _____