

## PARENT/GUARDIAN TOUR RELEASE AND INDEMNITY AGREEMENT

**TOUR DATE:** \_\_\_\_\_

**TOUR TIME:** \_\_\_\_\_

The undersigned (“Parent”), warrants and represents that Parent is the parent or legal guardian of the minor child(ren) named below (“Minor Child(ren)”), and that Parent is authorized on behalf of Parent, Minor Child(ren), and their respective heirs, assigns, and personal representatives, to enter into this PARENT/GUARDIAN TOUR RELEASE AND INDEMNITY AGREEMENT (“Agreement”), in connection with the tour specified above (“Tour”), in favor of Farm Sanctuary, Inc., Farm Sanctuary, LLC, and their respective directors, officers, employees, founders, agents, and representatives (collectively, “Farm Sanctuary”).

For good and valuable consideration, including but not limited to Minor Child(ren) being permitted to participate in the Tour and/or being provided access to and use of the premises located at 3136 Aikens Rd., Watkins Glen, NY 14981 (“Premises”), Parent, on behalf of Parent, the Minor Child(ren), and their respective heirs, assigns, and personal representatives, hereby stipulates and agrees:

1. **Assumption of the Risk.** Parent understands that Farm Sanctuary operates farms that are sanctuaries for cows, sheep, goats, pigs, roosters, hens, ducks, geese, donkeys, rabbits, and other animals. Parent understands that activities on the Premises and/or on the Tour may be hazardous and involve risks that Minor Child(ren) may sustain injury, illness, disease, temporary or permanent disability, death, and/or property damage. Minor Child(ren) may be exposed to animals that may bite, kick, crush, head butt, or have zoonotic diseases, campfires, farm vehicles, ongoing construction, debris, power tools, downed or live electrical wires, property that has been damaged or is in need of repair, slippery or wet surfaces, mud, standing water, falling rocks or tree limbs, uneven or rocky ground, holes or crevices in the roads or ground, and/or other hazards inherent to farm operations.

Parent further understands that Farm Sanctuary cannot provide an allergen-free environment and that Minor Child(ren) on the Premises and/or participating in the Tour may consume or come into contact with food that contains allergens or traces of allergens, and may experience an allergic reaction, injury, or death.

Parent further understands that Farm Sanctuary does not provide medical services, and that injuries and/or allergic reactions may be compounded by negligent or delayed medical service.

PARENT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MINOR CHILD(REN)’S PARTICIPATION IN THE TOUR AND/OR PRESENCE ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, ON BEHALF OF PARENT, MINOR CHILD(REN), AND THEIR RESPECTIVE HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVES.

2. **Release and Waiver.** Parent, on behalf of Parent, the Minor Child(ren), and their respective heirs, assigns, and personal representatives, hereby fully and forever discharges and releases Farm Sanctuary, to the fullest extent permitted by law, from any and all claims they may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable to or relating in any manner to Minor Child(ren)’s entry upon and use of the Premises and/or attendance of the Tour, whether caused by the negligence of Farm Sanctuary or any other reason. Such claims include but are not limited to claims for emotional distress, medical expenses, cost of rehabilitative and other care, lost earnings, loss of companionship, and time spent caring for Minor Child(ren). Parent acknowledges and agrees that this Agreement is intended to be, and is, a complete release of any responsibility of Farm Sanctuary for any and all claims, losses, costs, personal injuries, temporary or permanent disability, death, and/or property

damage sustained by Minor Child(ren), Parent, or their heirs, assigns, and personal representatives, in connection with Minor Child(ren)'s participation in the Tour and/or entry on the Premises.

**3. Covenant Not to Sue.** Parent, on behalf of Parent, the Minor Child(ren), and their respective heirs, assigns, and personal representatives agrees not to sue Farm Sanctuary or initiate or assist in the prosecution of any claim for damages or cause of action against Farm Sanctuary which they may have or hereinafter may have as a result of any personal injury, death, or property damage sustained in connection with Minor Child(ren)'s participation in the Tour and/or entry on the Premises.

**4. Indemnification.** Parent hereby agrees to defend, indemnify, and hold harmless Farm Sanctuary from and against any and all losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees), and costs of any kind for any personal injury, loss of life, or damage to property sustained by reason of or arising out of Minor Child(ren)'s participation in the Tour and/or entry on the Premises (collectively "Claims"), whether such Claims are brought by Minor Child(ren) or any other party.

**5. Safety Rules.** Parent represents that Minor Child(ren) agree(s) to obey all directional and "off limits" signs; to comply with safety rules, regulations, instructions, and warnings of Farm Sanctuary staff; and, to exercise reasonable care concerning all disclosed risks.

**6. Photo and Video Release.** Parent understands and acknowledges that there are livestream cameras on the Premises that broadcast video live via the internet. Parent hereby gives Farm Sanctuary irrevocable permission to make such livestream video recordings and other photos, videos, and sound recordings of Minor Child(ren) (collectively, "Recordings") in connection with Minor Child(ren)'s participation in the Tour and/or entry on the Premises, and to use, reproduce, distribute, and broadcast the Recordings, as well as any photos, videos, and/or sound recordings provided to Farm Sanctuary by Parent and/or Minor Child(ren), in any manner in furtherance of Farm Sanctuary's charitable mission, in any media, in perpetuity, without any compensation to or further approval required by Parent or Minor Child(ren).

**7. Photo and Video Use:** Photos and/or videos taken on the Premises and/or on the Tour are for personal use only and may not be distributed to the public or used for commercial or fundraising purposes without Farm Sanctuary's prior written consent. Photos or videos posted on personal social media sites should be tagged - farmsanctuary.

**8. Miscellaneous.** This Agreement shall have perpetual effect. This Agreement shall be governed by and interpreted in accordance with the laws of New York. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

**9. Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. Parent has not relied on any representation of any kind or character not contained in this Agreement. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

BY SIGNING BELOW, THE UNDERSIGNED ("PARENT") HEREBY ACKNOWLEDGES THAT PARENT HAS RECEIVED, FULLY READ, AND UNDERSTANDS EACH OF THE PROVISIONS OF THE FARM SANCTUARY PARENT/GUARDIAN TOUR RELEASE AND INDEMNITY AGREEMENT, AND INTENDS TO BE FULLY BOUND BY THE AGREEMENT AND TO UNCONDITIONALLY RELEASE FARM SANCTUARY OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. PARENT

UNDERSTANDS THAT PARENT AND MINOR CHILD(REN) ARE GIVING UP SUBSTANTIAL RIGHTS INCLUDING THE RIGHT TO SUE AND RECOVER DAMAGES. PARENT ATTESTS THAT PARENT IS AT LEAST EIGHTEEN YEARS OF AGE AND LEGALLY COMPETENT, AND EXECUTES THIS AGREEMENT FREELY AND VOLUNTARILY AND FOR ADEQUATE CONSIDERATION.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Name(s) of Minor Child(ren): \_\_\_\_\_

*Updated August 13, 2018*