

**PARTICIPANT WAIVER AND RELEASE OF LIABILITY
AND HOLD HARMLESS AGREEMENT**

PARTICIPANT'S NAME: _____ **AGE:** _____ **DATE:** _____

EMERGENCY CONTACT NAME & PHONE: _____

THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES AND AGREES, IN RETURN FOR PERMISSION TO ENGAGE IN THE ACTIVITIES PROVIDED BY RILEY'S AMERICAN HERITAGE FARMS ("RILEY'S FARM") THAT THE USE OF FACILITIES AND/OR EQUIPMENT PROVIDED BY RILEY'S FARM, AS WELL AS PARTICIPATION IN ANY ACTIVITY AT RILEY'S FARM, EITHER ON MY OWN OR UNDER THE INSTRUCTION/SUPERVISION OF RILEY'S FARM EMPLOYEES, IS ENTIRELY VOLUNTARY, AT THE SOLE DISCRETION AND JUDGMENT OF THE UNDERSIGNED, AND AT HIS OR HER OWN RISK.

The undersigned participant acknowledges and agrees that there are substantial inherent risks, hazards and dangers inherent in participating in activities at Riley's Farm and on or with equipment and/or facilities provided by Riley's Farm. Such risks, hazards and dangers may include, but are not necessarily limited to, lacerations, broken bones, head injuries, injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, and damage to property, and may result from, without limitation, one or more of the following:

- (1) Outdoor and Craft Equipment. Tomahawks, arrows, knives and blades, sharp objects and equipment, tools, blacksmith forges and equipment, cider presses, agricultural equipment.
- (2) Wildlife. Bears, mountain lion, poisonous snakes, spiders, insects which may carry diseases such as (without limitation) Lyme disease and West Nile Virus, microorganisms, bacteria and parasites, injured, diseased or startled animals; wild animals; and domestic animals, including any dogs.
- (3) Geography and Weather. Uneven ground, holes, loose ground, rocks, muddy spots and man-made changes to the terrain; standing or running water, sharp brush and branches, trees and/or branches which may fall, landslide, mudslide, rockslide or rockfall and/or earth movement, wildfire, floods, distance or inaccessibility of location from hospital and emergency medical services; exposure to any and all elements of the weather.
- (4) People. Other participants in Riley's Farm activities who may injure you, whether accidentally or intentionally; theft or vandalization of your personal property.
- (5) First Aid. Giving or failing to give emergency medical care or "first aid;" any transportation of or failure to transport you to obtain emergency medical services; the absence of available emergency care; absence of persons trained in cardiopulmonary resuscitation (CPR) and the absence of defibrillators or other emergency devices; equipment, drugs or supplies.

This Waiver and Release of Liability and Hold Harmless Agreement covers, without limitation, all injuries and property damage which may occur as a result of the participant's use of all amenities and equipment provided by Riley's Farm as well as his or her participation in any activity, class, program, training, supervised activity, or instruction, or as a result of the sudden and/or unforeseen malfunctioning of any equipment or facilities.

With this knowledge and understanding, and in consideration of the services and activities provided by Riley's Farm, the participant states as follows:

- The participant hereby waives, releases, remises, covenants not to sue and forever discharges Riley's Farm and any of its officers, agents and employees, of any and all liability, claims, demands, actions or rights of action, or damages of any kind including, but not limited to those related to, arising from, or in any way connected with participation in Riley's Farm's activities, programs, classes or events, including those allegedly resulting from or in any way related to the negligent acts or omissions of Riley's Farm and/or its officers, agents and/or employees or the malfunction of Riley's Farm's equipment or facilities.
- The participant accepts full financial responsibility for any injury to him/herself or to any other participant, whether due to his/her own negligence or not, and agrees to hold harmless and indemnify Riley's Farm and its officers, agents and employees, to the maximum extent provided by law, from any loss, liability, claims, damages or costs, including court costs and attorneys' fees, that they may be sought against Riley's Farm due to his or her participation. Pursuant to California Civil Code section 2782, this obligation to indemnify and hold harmless does not extend to injuries resulting from the sole negligence of Riley's Farm and/or its officers, agents and employees.
- The participant understands that this Waiver and Release of Liability and Hold Harmless Agreement shall apply to any and all services and activities at Riley's Farm from this date forward.
- The participant certifies that he or she has no medical problems that would increase the risk of illness, injury and/or death as a result of participation in any activity facilitated by Riley's Farm.

By signing below, you are acknowledging and agreeing (or acknowledging and agreeing on behalf of your child if under 18) that you have carefully read and are agreeing to release and discharge Riley's Farm and its officers, agents and employees, from any and all claims, causes of action and damages, and are agreeing voluntarily to give up or waive any right that you may otherwise have to bring a legal action against Riley's Farm and its officers, agents and employees for personal injury or property damage. If any portion of this release shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release shall remain in full force. This release cannot be modified orally.

Participant understands and agrees that all rights under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. Participant acknowledges and understands that said section reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Participant acknowledge that participant may hereafter discover claims in addition to the ones released in this document, and participant hereby releases Riley's Farm and its officers, agents and employees for any such unknown and/or unsuspected claims. Notwithstanding Section 1542 of the California Civil Code, this Participant Agreement shall constitute a full release in accordance with its terms. Participant knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledges and agrees that this waiver is an essential and material term of this agreement, and without such waiver the settlement would not have been accepted. Participant represents that he or she has been advised by legal counsel or has been given ample opportunity to be so advised and understand and acknowledge the significance and consequence of this Participant Agreement and of the specific waiver of Section 1542 and other such laws.

NOTICE TO THE MINOR CHILD'S PARENT OR GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN AN ACTIVITY CARRYING INHERENT POTENTIAL RISKS. YOU ARE AGREEING THAT, EVEN IF RILEY'S FARM USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RILEY'S FARM IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THIS ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RILEY'S FARM HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

SIGNATURE: _____

SIGNATURE OF PARENT OR GUARDIAN (if under 18): _____

PRINTED NAME OF PARENT OR GUARDIAN: _____