



PARTICIPANT RELEASE & INDEMNIFICATION AGREEMENT

Adult Participant
Name(s): _____

Date: _____

Address: _____

Home Phone: () _____

City, ST Zip _____

Cell Phone: () _____

Email: _____

Msg Phone: () _____

IF Children are to be included in activities at Heart 2 Heart Farms, LLC please include their information here:

Child's Full Legal
Name: _____

Date of Birth: _____

Child's Full Legal
Name: _____

Date of Birth: _____

Child's Full Legal
Name: _____

Date of Birth: _____

Child's Full Legal
Name: _____

Date of Birth: _____

By naming the above Children, I represent that I am a parent and natural guardian or legal guardian of the Authorized Children listed above and I am, in fact, acting in such capacity.

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

I, the above-named Participant, am eighteen (18) years of age or older, or am the parent of a named child (hereinafter "Participant(s)"), and have voluntarily applied to participate in Activities (see "Activities Defined" in Section 4 below) at Heart 2 Heart Farms, LLC (hereinafter "the Facility"). I acknowledge that the nature of work at the Facility may expose Participant(s) to hazards or risks (see "Risks Defined" in section 5 below), inherent or otherwise, that may result in illness, personal injury, or death to myself or my Authorized Children. I understand and appreciate the nature of such hazards and risks and I represent that Participant(s) are physically able, without accommodation, to participate in activities at the Facility and we are able to work around equipment and/or with supplies associated at the Facility. Should any accommodation for activities be required, I agree to provide them at my cost and to alert the Facility Representatives as to the nature of those accommodations.

In consideration of our participation at the Facility, on behalf of Participant(s), our family, heirs and personal representative(s), I hereby accept all risk to my family's health and of my injury or death that may result from such participation and I hereby release the Facility, its agents, owners, managers, members, shareholders, directors, partners, employees, volunteers, manufacturers, other participants, lessors, franchisors, affiliates, subsidiaries, related and affiliated entities, successors and assigns (hereinafter, collectively "Released Parties") from any and all liability to my family or myself, our personal representatives, estate(s), heir(s), next of kin, and assigns for any and all claims and causes of action for loss and/or damage to our property and for any and all illness and/or injury to ourselves, including death, that may result from or occur during our participation at the Facility, whether caused by negligence of the Released Parties, or otherwise. I fully agree to indemnify and hold harmless the Facility and its Released Parties from any and all liability for the injuries or death of any person(s) and/or damage(s) to property that may result from my family's negligent or intentional act(s) or omission(s) while participating in any volunteer activities.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURIES, DEATH, OR DAMAGES TO PARTICIPANT(S) AND/OR OUR PROPERTY THAT OCCURS WHILE PARTICIPATING IN ACTIVITIES AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY OUR NEGLIGENCE OR INTENTION ACT(S) OR OMISSION(S).

I understand and agree that Released Parties do not have medical personnel available at the Facility. I understand and agree that Released Parties are granted permission to authorize emergency medical treatment, if necessary, and that such action by Released Parties shall be subject to the terms of this Agreement. I understand and agree that Released Parties assume no responsibility for any injury or damage which might arise out of, or in connection with, such authorized emergency medical treatment.

It is our express intent that this Release and Indemnification Agreement shall bind the members of my family and spouse, if we are alive, and my estate, family, heirs, administrators, personal representatives or assigns, if we are deceased, and shall be deemed as a "Release, Waiver, Discharge, and Covenant" not to sue the Released Parties. We further agree to save and hold harmless, indemnify, and defend Released Parties from any claim by Participant(s) or our family arising out of my/our participation at that Facility.

In signing this Release on behalf of Participant(s), we acknowledge and represent that we have fully informed ourselves of the content of the foregoing waiver of liability and hold harmless Agreement by reading it before we sign it, and we understand that signing this document is our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand the Facility does not require Participant(s) to participate, but we wish to do so, despite the possible dangers and risks and despite this Release. I further state that I am fully competent to sign this Agreement for Participant(s); and that I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict our participation at the Facility.

Should Participant(s) require emergency medical treatment as a result of accident or illness arising during our participation, I consent to such treatment on behalf of Participant(s). I acknowledge that the Facility does not provide health and/or accident insurance for Participant(s) and I agree to be

financially responsible for any medical costs incurred as a result of such treatment. I will notify the Facility representatives in writing if if Participant(s) have any medical conditions about which emergency medical personnel should be informed.

Should anyone at the Facility or Released Parties incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold harmless for any and all such fees and costs.

I further agree that this Release shall be construed in accordance with the laws of the State of Oregon. **I am fully aware this agreement is legally binding and that I am releasing legal rights of Participant(s) by signing it.** If any term or provision of this Release shall be held in conflict with the laws of the State of Oregon, unenforceable, or in any other law(s) governing this Release, the validity of the remaining portions shall not be affected thereby.

CODE OF CONDUCT

We also agree that no Participant(s) will be under the influence of liquor or narcotics or any prescription or other drugs that affect our physical or mental abilities to participate, and to abide by all rules, regulations, and warnings; and only to conduct ourselves in a careful and prudent manner.

I further agree that no Participant(s) will utilize any equipment without strictest adherence to Oregon OSHA Safety Guidelines and without prior certification from Facility Representatives; that we are aware of the equipment's use and operation. At no time will any child under the age of 18 be able to utilize tools or equipment deemed by Oregon OSHA to be "heavy equipment".

NON-EXCLUSIVE MEDIA USE LICENSE

I grant to the Released Parties a non-exclusive license to use the likeness, image, photograph and/or name of Participant(s), in perpetuity, in connection with the marketing, promotion and/or advertising of the Facility in any media known and unknown or hereinafter developed without geographic or time restrictions.

ACTIVITIES DEFINED

I acknowledge that our participation in the Facility activities include, but in no way are limited to; camps, parties, field trips, ponds, swimming pools, trampolines, and any/all other animal and farm-related activities.

I acknowledge that the Facility is a working farm and Released Parties have difficult jobs to perform. While they seek safety, the human element always exists. Instructors may not be aware of a participant's fitness or abilities. Equipment in use may unexpectedly be in need of repair, run out of adjustment, or simply malfunction. While every effort is made to assure all equipment and tools are at their best capacity of function, there is always the inherent risk of malfunction by any cause. I still hold to the Indemnification Agreement in Section 1 of this document.

RISKS DEFINED

I acknowledge that our participation in the Facility activities include, but in no way are limited to; exposure of participants to the usual risk of cuts and bruises, slips, falls, sprains, breaks, psychological trauma(s), and even more serious injuries up to – and including – death of a participant resulting from Farm Operations. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Facility.

I acknowledge that our participation in the Facility activities include risks associated with a "Force Majeure" Event; in which case, neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control which could include – but in no way are limited to; war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, acts of State or Governmental action prohibiting or impeding either party from performing its respective obligations under this Agreement.

By signing this document, I acknowledge that I have read and fully understand my responsibilities and have been granted the opportunity to seek legal counsel, and that I may be found by a court of law to have waived Participant(s) right to maintain a lawsuit against Heart 2 Heart Farms, LLC and/or any of the other Released Parties on the basis of any claim from which I have released them herein. I have been granted sufficient opporutnity to read this entire document, and having read and understood it, I agree to be bound by its terms.

Printed Name:

Date:

Emergency Contact:

Emergency: ()
Phone:

Signed Name:

Witness Signature:

Witnesses Printed Name:
