

BRACKETT TOWN FARMS

Waiver and Release from Liability 2023

I, (Adult and/or minor children) HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge BRACKETT TOWN FARMS LTD and its agents, employees, officers, directors, volunteers, affiliates, successors and assigns, including but not limited to: Chad & Nichole Toney, Richard and Nora Worthen, Larry Sprouse, and David and Miranda Sprouse, of every kind and nature, whether known or unknown, in law or equity, that I or Child ever had or may have, arising from or in any way related to my/Child’s participation in any events or activities conducted by, on the premises of, or for the benefit of, BRACKETT TOWN FARMS LTD provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that I/children will participate in and that I/children will see are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I/children will be in direct contact with animals that may react in an unpredictable way to sounds, sudden movements, people, or other animas that could result in injuries to people. On behalf of myself, said children, my heirs, assigns and next of kin, I/children waive all claims for damages, injuries and death sustained to me/children or property, that I/children may have against the aforementioned release party to such activity.

By this waiver, I/children, assume any risk, and take full responsibility and waive any claims of personal injury, or death or damage to personal property with BRACKETT TOWN FARMS LTD including but not limited to visiting the petting farm, observing or interacting with the animals, using the facility and its equipment in any manner, for or fashion and practicing and/or engaging in other related activities including the initiating of prohibited contact with the animals on the property and disobeying and Farm regulations both posted and unposted. It is a condition of entry that visitors observe all warning signs, do not venture over exhibit safety barriers and do not enter the Farm’s off limit areas.

This WAIVER AND RELEASE contains the entire agreement between the parties, and super cedes and prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of BRACKETT TOWN FARMS LTD, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE that I/children have given up considerable future legal rights. I have signed this agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older, and/or legal guardian of children and mentally competent to enter into this waiver.

NAME	
ADDRESS	
CITY, STATE, ZIP	
PHONE	
EMAIL	

Parent/Guardian Of: (Print Names of all Family Members)

- I grant to BRACKETT TOWN FARMS LTD, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize BRACKETT TOWN FARMS LTD, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that BRACKETT TOWN FARMS LTD may use such photographs/video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Signature _____ Date: _____