

Forget Me Not



Farm Sanctuary

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of the activities at Forget Me Not Farm Sanctuary Inc. at 18721 Bernard Dr, Eagle River, AK, its directors, officers, employees, property owners, volunteers, participants, independent contractors, and all other persons or entities acting in any capacity on its behalf (hereafter referred to as Forget Me Not Farm Sanctuary Inc. et al.), I hereby agree to release and discharge Forget Me Not Farm Sanctuary Inc. et al. on behalf of myself (or my child), my parents, my heirs, assigns, personal representative(s) and estate as follows:

1. Inherent Risks I acknowledge that manual labor, doing chores, using tools and equipment, and working around farm animals entails known and unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the risk is beyond the accepted safety of life at home or in my normal day-to-day activities but that these risks do not exceed my enjoyment and happiness when participating in these activities. I understand that such risks simply cannot be eliminated and that farm animals are categorized as livestock, which the State of Alaska considers “unpredictable and inherently dangerous” (Sec. 09.65.145 Part a) and that this is true regardless of their training or past behavior.

Safe attire and situational and bodily awareness may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety and injury or death may still occur. Safe attire includes long pants, work boots, gloves, and protective eyewear.

I specifically acknowledge that there are inherent risks associated with being around farm animals, doing manual labor, or using tools and farm equipment, and that these include, but are not limited to: improperly maintained equipment, tripping, slipping, or falling while on the premises, the negligence of other workers or participants, my own inexperience or inability, the unpredictable behavior of farm animals, and mine or others’ failure to exhibit safe behavior. Farm animals may, without warning or any apparent cause, peck, claw, bite, kick, buck, ram, charge, stumble, rear, fall, run, spook, make unpredictable movements, step on a person’s feet, push or shove or run a person over, or crush a person between the animal’s body and another animal or object - all of which may result in serious injury or death.

I voluntarily assume the risk and danger of injury or death inherent in the use of equipment and gear provided to me by Forget Me Not Farm Sanctuary Inc. et al. I acknowledge that gear and equipment may break or fail and release Forget Me Not Farm Sanctuary et al. from any claims of negligence in the maintenance and safety of this equipment as well as the care, fit, and adjustment of this gear that may result in injury or death and that they make no warranty about the safety of this gear.

In the course of being around farm animals and completing chores, I understand I may be asked to lift heavy items, interact with farm animals, scoop manure, feed farm animals, carry heavy items up and down hills or through gates, use rakes or shovels, or climb in and out of trucks or trailers and that the premises and equipment are not maintained to any safety standard and may present tripping and falling hazards or result in other forms of injury. The material used to fence in farm animals may have sharp edges, points, or be electrified and may result in scratches, scrapes, impalement, or electric shock. I release Forget Me Not Farm Sanctuary Inc et al. from any liability or negligence claims in the event of injury or death while on the premises. I may choose not to participate or complete any of these activities if I do not feel they are safe or within my range of ability.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by Forget Me Not Farm Sanctuary Inc. et al. I also acknowledge that I am responsible for inspecting any and all facilities or equipment to be used and to report anything that I consider to be unsafe to Forget Me Not Farm Sanctuary Inc. et al. If I am not comfortable with any equipment or activity I will advise Forget Me Not Farm Sanctuary Inc. et al. and may refuse to participate.

I acknowledge that Forget Me Not Farm Sanctuary Inc. et al seek safety, but they are not infallible. They might be ignorant of mine or another participant’s fitness, knowledge, or abilities. They may give inadequate warnings or



instructions, and the equipment they use or recommend or provide to me might malfunction or be poorly maintained. I expressly acknowledge that the use of drugs or alcohol during my participation in any or all of the activities associated with or provided by Forget Me Not Farm Sanctuary Inc. et al is done at my own peril and is not condoned, encouraged or excused in any way. I understand that Forget Me Not Farm Sanctuary Inc. et al reserve the right to deny me or any other person participation before or during an activity if they find that person to be mentally or physically impaired or unprepared. I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my use of or participation in the activities, facilities, or equipment of Forget Me Not Farm Sanctuary Inc. et al.

I HAVE READ AND UNDERSTAND THE RISKS EXPLAINED ABOVE AND UNDERSTAND THAT THE NATURE OF THESE ACTIVITIES IS UNPREDICTABLE AND RISKY [Redacted] (Initial)

2. Tetanus I recognize the risk of tetanus and that being vaccinated against tetanus is recommended for anyone working with or near farm animals. I am acknowledging that my tetanus vaccine is current or that I have refused a tetanus vaccine and therefore release Forget Me Not Farm Sanctuary Inc. et al. of any claims of negligence in preventing the contraction of tetanus. If I have questions about the tetanus vaccination, I am encouraged to consult a physician, at my own expense, to decide whether or not to be vaccinated against tetanus.

I HAVE READ AND UNDERSTAND THE RISK OF TETANUS EXPLAINED ABOVE AND UNDERSTAND WHATEVER DECISION I MAKE REGARDING THE VACCINATIONS IS MY OWN DECISION AND IS MADE AT MY OWN RISK [Redacted] (Initial)

3. Personal Skill & Insurance I certify that I have sufficient skill and fitness to participate in the activities available with Forget Me Not Farm Sanctuary Inc. et al. I further certify that I have no medical, mental, or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

4. Medical Emergencies I agree that, in the event that Forget Me Not Farm Sanctuary Inc. et al deems it necessary to administer emergency first aid or CPR or to remove me from the premises or to seek emergency medical care for me that, by signing this document, I am giving Forget Me Not Farm Sanctuary Inc. et al. permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information they may have about me to any health care provider which may become involved in my care, treatment or removal from the premises. By signing this document I am waiving any right to object to or bring any type of action or claim against Forget Me Not Farm Sanctuary Inc. et al for its administration of emergency first aid or CPR, or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal.

5. Express Assumption of Risk I expressly agree and promise to accept and assume all the risks existing in the premises, facilities, equipment or activities involved or associated in any way with Forget Me Not Farm Sanctuary Inc. et al and/or my participation with or at the facilities, equipment or activities. My participation in these activities and at these premises or on the trails and roads nearby is of my own choosing. No one is forcing me to participate and I am choosing to participate in spite of the risks.

6. Release and Waiver of Rights Including for Claims of Negligence I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Forget Me Not Farm Sanctuary Inc. et al. from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of the equipment or facilities, including any such claims which allege negligent acts or omissions of Forget Me Not Farm Sanctuary Inc. et al.

7. Indemnity Should Forget Me Not Farm Sanctuary Inc. et al., 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 (in other words, I agree to pay for) for all such fees and costs.

8. Release as Contract and Personal Capacity I recognize that this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement is a contract and I agree the terms and conditions of this Agreement

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Postal Code: _____ Phone #: _____ Date: _____

Emergency Contact Information (in case the parent/guardian is not immediately available):

Name: _____ Cell Phone: _____