

Sugars Bridge Farm LLC
Release of Liability, Waiver of Claims,
Assumption of Risks and Indemnity Agreement
(the “Release”)

Before you participate in our Alpaca Tours, Yoga Classes, Yoga Retreats, Events on the Farm, or Barnyard Camp you will be asked to sign this Release.

By signing this Release, you waive or give up certain legal rights, including the right to sue for negligence, breach of contract or breach of occupiers’ liability legislation, or claim compensation following an accident.

Please read this Release carefully.

Assumption of All Risks

1. I acknowledge that:
 - a. I am participating in an alpaca tour, a yoga class, a yoga retreat, events on the farm, or a summer camp for children ages 6-12 year olds, (collectively, the “Activities”) offered by Sugars Bridge Farm LLC (“Sugars Bridge Farm”) **entirely at my own risk;**
 - b. I am aware that there are risks, dangers and hazards inherent to the Activities and farming operations, including but not limited to: land conditions; unpredictable farm animal behavior; dangers from farm equipment; slips, trips and falls; infectious disease contracted through direct or indirect contact; failure to act safely by me or others; and negligent behavior of others; and
 - c. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, illness or death or property damage or loss resulting therefrom (whether or not foreseeable).

Release of Liability, Waiver of Claims and Indemnity Agreement

2. In consideration of Sugars Bridge Farm allowing me to participate in the Activities and permitting me to use its facilities and premises, and for other good valuable consideration, I agree as follows:
 - a. To waive any and all rights and claims that I have, or may in the future, against Sugars Bridge Farm, its directors, officers, employees, owners, shareholders, agents, contractors, volunteers, instructors, childcare workers, participants, and

all other persons or entities acting for them and their successors and assigns (collectively, the “**Releasees**”);

- b. To release the Releasees from any and all liability for any loss, damage, expense, injury including illness or death that I may suffer, or that my next of kin may suffer, as a result of my participation in the Activities due to any cause whatsoever including without limitation negligence, breach of contract, or breach of any statutory or other duty of care (including any duty of care owed under any applicable occupier’s liability legislation), on the part of the Releasees; and
 - c. To hold harmless and indemnify the Releasees for any and all liability for any damage to property of or personal injury to any third party resulting from my participation in the Activities.
- 3. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
 - 4. In entering into this Release, I am not relying upon any oral or written representations or statement made by the Releasees with respect to the safety of the Activities.

Compliance with Instructions

- 5. I will comply with all instructions, policies, rules, standards, and guidelines relating to safety or conduct provided to me during my participation in the Activities.

Yoga is Not a Substitute for Medical Attention

- 6. I understand that:
 - a. yoga is not a substitute for medical attention, examination, diagnosis, or treatment,
 - b. I should always consult a physician prior to beginning any physical exercise or training activities,
 - c. it is my responsibility to notify my teacher of any serious illness or injury before every yoga class, and
 - d. I alone am responsible to decide whether to practice yoga.

Photographic/Video and Audio Release

- 7. As a condition of my participation in the Activities, I consent, authorize, grant and convey unto Sugars Bridge Farm all right, title and interest in all photographic images, video or audio recordings made by Sugars Bridge Farm during the Activities, including but not limited to royalties, proceeds, or other benefits derived therefrom. I authorize Sugars Bridge Farm to use such images, words, and likenesses for marketing, on websites, in brochures or other writings and any for any other legitimate purpose.

Acknowledgement of Having Read and Understand this Release

- 8. I acknowledge that this Release is intended to be as broad and inclusive as permitted by law and that Sugars Bridge Farm has no responsibility or liability for my participation in the Activities or my use of its facilities or premises whatsoever.
- 9. This Release becomes effective when I sign it and will continue in full force and effect even after the completion of the Activities.
- 10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the State of Pennsylvania and any litigation involving the parties to this Release shall be brought solely within Pennsylvania and shall be within the exclusive jurisdiction of the courts of Pennsylvania.

I confirm that I have read and understood this Release before signing it and I am aware that, by signing this Release, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees. I agree to the terms of this Release.

Date

Date:

Parent's Signature

Child's First and Last Name

Parent's Full Name (Print)

Child's First and Last Name