SUGARS BRIDGE FARM, LLC "BARNYARD CAMP"

ACCIDENT WAIVER & RELEASE OF LIABILITY FORM

STATEMENT OF PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK

I give my permission for my child ________ to participate in the Barnyard Camp at Sugars Bridge Farm, LLC ("**Barnyard Camp**").

1. Camp Activities

I understand that:

- a) Barnyard Camp takes place on a farm,
- b) camp activities will include play and outdoor activities around and near the Sugars Bridge Farm, LLC grounds, hikes, walks, running and sports in and around farmland where there could be mosquitos, bees, wasps, ticks, poison ivy, and uneven, slippery, and jagged surfaces among other dangers and risks,
- c) outdoor activities may occur in the hot sun and in the rain,
- d) outdoor activities include swimming and boating,
- e) my child will be in direct contact with animals that include but are not limited to alpacas, llamas, dogs, cats, ducks, chickens, and other animals that may not be listed,
- f) animals may react in an unpredictable way to sounds, sudden movements, people, or other animals that could result in injuries to people, and
- g) the camp activities that my child will participate in are inherently dangerous and could cause serious or grievous injuries, including bodily injury, damage to personal property and/or death.

2. Appropriate Attire, Insect Repellant and Sunscreen Required

I agree to see that my child is appropriately attired for camp activities and inclement weather, and to provide insect repellant and sunscreen for my child to use at camp. I will not expect Barnyard Camp to provide these items. I give my permission for Barnyard Camp leaders to apply or assist with the application of the repellant and sunscreen I provide.

3. Authority to Act in the Event of Illness, Injury or Accident

In the event of illness, injury, and/or accident, I authorize the camp instructor or any employee of Barnyard Camp or Sugars Bridge Farm, LLC to act on my behalf. They

- a) may approve any and all non-emergency or emergency treatment, and
- b) are authorized to sign all medical release or required forms on my behalf.

4. Emergencies

In the event of an emergency, I understand that I will be notified of the situation as soon as practicable. I agree to pay any necessary expenses incurred in the medical treatment of my child, including, but not limited to all transportation costs to and from a medical facility, and, if necessary, transportation to my home or medical facility of choice.

5. Dismissal of Camp Participant

I understand that Sugars Bridge Farm, LLC may, in its sole discretion, dismiss any camp participant for inappropriate, disrespectful, or dangerous behavior at any time. In this event, I understand that I will not receive a refund of camp fees for unattended days. If my child breaks or damages any property because of their direct or indirect behavior, I agree to pay for its repair or replacement.

6. Assumption of Risks

I understand that the risks associated with camp activities could result in injury and/or death to my child. I agree to assume these risks and, knowing them, give my child permission to participate in Barnyard Camp. I understand that

Barnyard Camp is not liable for any injuries or other occurrences due to indoor and outdoor camp activities or related risks, and/or the actions or omissions of Barnyard Camp counselors, volunteers, employees, trustees, directors, officers, or any other entities being released.

7. Photographs

I understand that while participating in Barnyard Camp, my child may be photographed by Barnyard Camp or Sugars Bridge Farm, LLC. I agree to allow Sugars Bridge Farm, LLC to use my child's photo or video for Barnyard Camp and Sugars Bridge Farm, LLC's print, online and video-based marketing materials and other publications. I acknowledge neither I nor my child will receive financial compensation of any type for this use.

8. Waiver, Release, Indemnity and Promise Not to Sue

In consideration of my application and permitting my child to participate in Barnyard Camp, I on behalf of myself, my child, my heirs, assigns and next of kin,

- a) WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of Barnyard Camp, Sugars Bridge Farms, LLC, their members, officers, employees, camp counselors, volunteers, or other persons released, for my child's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to them including their traveling to and from Barnyard Camp; and
- b) **INDEMNIFY, HOLD HARMLESS, FOREVER DISCHARGE AND PROMISE NOT TO SUE** Barnyard Camp, Sugars Bridge Farm, LLC, their members, officers, employees, camp counselors, volunteers, or other persons released from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or my child ever had or may have arising from or in any way related to my child's participation in any activity conducted by, on the premises of, or for the benefit of Sugars Bridge Farm, LLC, or Barnyard Camp, whether caused by the negligence or fault of Barnyard Camp or Sugars Bridge Farms, LLC, their members, officers, employees, camp counselors or volunteers or otherwise.

I ACKNOWLEDGE AND UNDERSTAND THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM:

- A) WILL BE USED BY SUGARS BRIDGE FARM, LLC AND WILL GOVERN THE ACTIONS AND RESPONSIBILITIES RELATING TO ALL ACTIVITIES MY CHILD WILL PARTICIPATE IN AT BARNYARD CAMP
- **B)** CONTAINS A PROMISE NOT TO SUE SUGARS BRIDGE FARM, LLC OR THEIR MEMBERS, OFFICERS, EMPLOYEES, CAMP COUNSELORS OR VOLUNTEERS
- C) SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND AGREE TO ITS TERMS.

Participant's Printed Name (Please print legibly) (If under 18 years old, Parent or Guardian must also sign) Age

Parent/Guardian's Printed Name (Please print legibly) Parent/Guardian's Signature

Date