

Clearwater Farm

Release and Waiver of Liability

Please read carefully! This is a legal document that affects your legal rights!

This Release and Waiver of Liability (the "Release") executed on (date) _____ by

(name of "Participant") _____ releases Clearwater Farm (the "Nonprofit"), a nonprofit corporation organized and existing under the laws of the State of Wisconsin and each of its directors, officers, employees, and agents. The Participant desires to participate in activities provided by Nonprofit and engage in activities related to being a Participant (the "Activities").

- 1. Waiver and Release:** I, the Participant, release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or hereafter arise from Activities provided by Nonprofit. I understand and acknowledge that this Release discharges Nonprofit from any liability or claim that I may have against Nonprofit with respect to bodily injury, personal injury, illness, death or property damage that may result from Activities provided by Nonprofit or occurring while I am participating in Activities.
- 2. Insurance:** Further I understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claims for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by me.
- 3. Medical Treatment:** I hereby Release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time as Participant with Nonprofit.
- 4. Assumption of Risk:** I understand that Activities provided by Nonprofit may include activities that may be hazardous to me including, but not limited to interaction with farm animals and risks associated with their care, care and maintenance of farm property, including the garden, involving inherently dangerous activities. As Participant, I hereby expressly assume the risk of injury or harm from these activities and release Nonprofit from all liability for injury, illness, death or property damage resulting from Activities in which I participate or occurring while I am participating in Activities provided by Nonprofit.
- 5. Photographic Release:** I grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Nonprofit in connection with my participating in Activities provided by Nonprofit.
- 6. Other:** As Participant, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Name of Participant (print) _____

Name of Parent/Guardian (print) _____

Signature of Parent/Guardian _____ Date _____