

## WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Volunteering (the “Activity”), and as consideration of the right to participate in the Activity, I hereby, for myself, my heirs, my executors, administrators, or personal representatives, knowingly and willingly enter into this waiver and release of liability, and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity. I hereby release and forever discharge Hog Haven Farm, located at 79351 E County Road 38, Deer Trail CO, 80105, their affiliates, members, managers, attorneys, staff, volunteers, or agents, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss that I may suffer as a direct result of my participation in the Activity, including any travel to or from an event related to this activity.

I am voluntarily participating in the Activity at my own risk. I am aware of the risks associated with traveling to and from, as well as participation in, the Activity, which may include physical injury, including pain, suffering, illness, temporary or permanent disfigurement or paralysis, or death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Activity. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity.

I agree to indemnify and hold harmless Hog Haven Farm against any and all claims, suits, or actions or any kind for damages, liability, or compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees or any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Hog Haven Farm incurs any expenses of these types, I agree to reimburse Hog Haven Farm.

I acknowledge that Hog Haven Farm and their directors, officers, members, volunteers, staff, agents, and representatives are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event on behalf of Hog Haven Farm. I acknowledge that this Activity may involve a test of a person’s physical limits, and may carry potential for serious injury, property loss, or death. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, animals at the facility, vehicular traffic, and actions of others, including but not limited to volunteers, participants, event officials, and/or producers of the event.

I acknowledge that I have carefully read this “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge Hog Haven Farm and all of its affiliates, members, agents, staff, volunteers, attorneys, heirs, representatives, successors and assigns from any and all claims or causes of action. I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Hog Haven Farm for personal injury or property damage.

To the extent that the statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Hog Haven Farm, its agents and employees. Hog Haven Farm

will not knowingly and purposely put volunteers in harm's way during the duration of the Activity.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into without duress or coercion, and is to be interpreted as an agreement between two parties at equal bargaining strength. Both the participant, \_\_\_\_\_, and Hog Haven Farm agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of the Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limited said provision it would become valid and enforceable, the said provision shall be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<b>Emergency Contact</b>	<b>Contact Relationship</b>	<b>Contact Telephone</b>
_____		
_____		

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this Agreement. I certify that I have read this Agreement, and that I fully understand its content. I agree that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_