

Agape Family Farm

Farm Liability Waiver/Release Form

I, _____ (adult/parent/guardian) HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Keith S. Pry, Julia A. Pry, Agape Family Farm and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits (including attorney fees), damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or Child ever had or may have arising from or in any way related to my/child's participation in any events or activities conducted by, on the premises of, or for the benefit of, Keith S. Pry, Julia A. Pry, and Agape Family Farm provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that I/children will participate in and that I/children will see are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property, sickness and/or death. I/children will be in direct contact with animals that include but are not limited to: goats, rabbits, sheep, chickens, dogs, cats, etc., among other animals that may not be listed.

I understand that, as with most animals, they may react in an unpredictable way to sounds, sudden movements, people, or other animals that could result in injuries to people. On behalf of myself, said children, my heirs, assigns and next of kin, I/children waive all claims for damages, injuries and death sustained to me/children or property, that I/children may have against the aforementioned released party to such activity.

By this waiver, I/children, assume any risk, and take full responsibility and waive any claims of personal injury, sickness, death or damage to personal property with Keith S. Pry, Julia A. Pry, and Agape Family Farm including but not limited to entering the farm, observing or interacting with the animals, using the equipment in any manner, form or fashion, and practicing and/or engaging in other related activities including the initiating of prohibited contact with the animals on and off the premises and disobeying any Farm regulations both posted and unposted. It is a condition of entry that visitors observe all verbal and visual warnings, do not venture over exhibit safety barriers (wood/metal fence and/or electric fence) without explicit permission and do not enter the farm's off limit areas.

This RELEASE WAIVER contains the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this RELEASE WAIVER. The provisions of the RELEASE WAIVER may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this RELEASE WAIVER will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Keith S. Pry, Julia A. Pry, and Agape Family Farm, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this RELEASE WAIVER. I understand and confirm that by signing this RELEASE WAIVER that I/children have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress of threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional RELEASE WAIVER of all liability to the full extent of the law. I am 18 years of age or older, and/or legal guardian of children, and mentally competent to enter into this waiver.

ATTENTION: "Under Virginia law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity."

I understand that this agreement contains a promise not to sue Keith S. Pry, Julia A. Pry, Agape Family Farm or their employees.

Date: _____

Printed Name of Children: _____

Printed Name of Adult(s): _____

Adult/Parent/Guardian Signature: _____