



**Field Trip to Deep Roots Community Farm**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF GROW LA CROSSE, INC., AND/OR DEEP ROOTS COMMUNITY FARM, LLC, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND CONTRACTORS (hereafter referred to as The Released Parties).

There are many hazards and risks encountered at Deep Roots Community Farm LLC and its premises and facilities (hereafter referred to as The Premises) that may result in injury, death or property damage, including hazards associated with both equine and non-equine animals, hazards arising from farm buildings, grounds, structures, fixtures, machinery, equipment and tools, including, without limitation, injury or death resulting from falls, crush accidents, sharp objects, suffocation or electrical current and otherwise. Animals may act unpredictably, and with or without warning or apparent cause, may kick, bite, buck, stumble, trip, roll, fall, rear, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person and act irrationally. Structures, equipment or methods to restrain, control or confine animals may break or fail which may lead to personal injuries from animals. Natural conditions on The Premises (trees, soil, rocks, plants) also may cause injuries or damages. This is not an exhaustive list of hazards. Examples of causes of farm injuries may be found for your review in the National Institute for Occupational Safety and Health publication Fatal Unintentional Farm Injuries Among Persons Less Than 20 Years of Age in the United States, which may be accessed by you online at: <http://www.cdc.gov/niosh/docs/2001-131/>

This release is binding on my and my child's respective personal representatives, successors, heirs, next of kin, spouses and assigns. I, \_\_\_\_\_, having read and understood the foregoing, on behalf of myself and/or my minor child, \_\_\_\_\_, in consideration for allowing me (and/or my child) to use The Premises and/or to participate in equine or other farm activities, programs or events, HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: I understand and agree that the activities on The Premises, farm use and related activities of all kinds are inherently dangerous and that serious injury, death and property damage may occur. I understand that participation in equine, farm use and related activities of all kinds involves such risks, including those described above. So knowing, I agree that if any injury occurs to me and/or to my child, or if any damage occurs to my property, that I will make no claims against The Released Parties. I further agree to defend and hold The Released Parties free and harmless from any and all liability, claims, suits or actions for damages of any kind of nature due, whether due to negligence or otherwise, that may arise out of my and/or my child's presence, occupancy or use of any kind of The Premises and/or participation in any and all programs, lessons, activities and the like conducted by or at Deep Roots Community Farm, LLC. I further agree to indemnify, defend, and hold harmless The Released Parties from all liability, claims, suits, actions for damages or expenses, including attorney fees incurred, arising out of any injury to any person or damage to any property caused to me and/or my child, or relating to or caused by me and/or my child.

I HAVE READ AND I UNDERSTAND THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE TO RELEASE THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, SUITS OR ACTIONS FOR DAMAGES AND TO DEFEND AND INDEMNIFY THEM AND HOLD THEM HARMLESS THEREFROM. I HAVE MADE A FULLY INFORMED, FREE AND DELIBERATE CHOICE TO SIGN THIS DOCUMENT. I AM AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF MY CHILD AND/OR HIS PARENTS AND/OR GUARDIANS.

**The undersigned understands the possibility of serious injury may impair his/her future abilities to earn a living; to engage in other business, social, and recreational activities; and to enjoy life generally. Having read and understood the above warning, the undersigned recognizes the importance of following instructions regarding techniques, training and other rules, and the undersigned agrees to obey such instructions.**

If there is an injury that occurs on The Premises and I believe that any circumstances on The Premises contributed to the injury, I agree to promptly notify in writing (within 48 hours) The Released Parties of this injury and these circumstances.

Participants: \_\_\_\_\_  
Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_ Date: \_\_\_\_\_  
Adult Participant or Minor Participant's Parent/Guardian