



WAIVER OF LIABILITY

In consideration for receiving permission to participate in the Tour Program at *FORGET-ME-NOT FARMS* (the activity), **I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE**, *POWERLINE DAIRY, LLC, D/B/A FORGET-ME-NOT FARMS*, the President, Board of Directors, officers, employees and agents (referred to herein as the “Released Parties”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of my property, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**, or otherwise, while participating in the Activity, or while in, on or upon the premises where the Activity is being conducted.

I am voluntarily electing to participate in the Activity with full knowledge that the Activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, which may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in the Activity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**.

I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASED PARTIES** from any loss, liability, damage or costs, including court costs and attorney’s fees, that they may incur due to my participation in the Activity, **WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES** or otherwise. **IT IS MY INTENT TO RELEASE EACH OF THE RELEASED PARTIES FROM THE CONSEQUENCES OF HIS OR HER OWN NEGLIGENCE**.

It is my express intent that this waiver of liability and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the **RELEASED PARTIES**.

THIS IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ AND UNDERSTAND THIS RELEASE BEFORE SIGNING IT. I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND MY SIGNATURE EVIDENCES MY INTENT TO BE BOUND BY ITS TERMS.

Name (Signature) _____ Name (Printed): _____
Signed on: _____

Signature of Parent / Legal Guardian, Printed Name, and Date (if under 18 years of age).