

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 CATHY'S CRITTERS, ITS PROPRIETORS, EMPLOYEES, VOLUNTEERS AND INDEPENDENT CONTRACTORS.

There are many hazards and risks encountered at Cathy's Critters premises and facilities 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 injury from animals. 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/childag/docs/2001131.html>

I, _____, having read and understood the foregoing, on behalf of myself and/or my minor child _____, in consideration for allowing me (or my child) to use Cathy's Critters premises and/or to participate in equine or other farm activities, programs or events, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

I understand that equine activities, 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 at

Cathy's Critters

A sole proprietorship operated by Cathy and Kevin Smith

Federal Tax ID# 27-1952550

7422 County Road 466

Princeton, TX 75407

(972) 562-0583

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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 Cathy's Critters or any of its Proprietors, Employees, Volunteers, Independent Contractors, or Agents. I further agree to hold Cathy's Critters and its Proprietors, Employees,

Volunteers, Independent Contractors, and Agents free and harmless from any and all liability, claims, suits or actions for damages of any kind or 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 Cathy's Critters's premises, equipment or facilities and/or participation in any and all programs, lessons, and activities conducted by or at Cathy's Critters, and I agree to indemnify and hold harmless Cathy's Critters and all of its Proprietors, Employees, Volunteers, Independent Contractors, and Agents 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 caused by me and/or my child. I agree to provide this indemnification to Cathy's Critters for anyone I invite or who accompanies me to Cathy's Critters's premises.

I HAVE READ AND I UNDERSTAND THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE TO RELEASE CATHY'S CRITTERS, ITS PROPRIETORS, EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AGENTS, FROM ALL LIABILITY, CLAIMS, SUITS OR ACTIONS FOR DAMAGES AND TO INDEMNIFY THEM AND HOLD THEM HARMLESS THEREFROM. I HAVE MADE A FULLY INFORMED, FREE AND DELIBERATE CHOICE TO SIGN THIS DOCUMENT.

Signed:_____ Date:_____
Adult Participant or Minor Participant's Parent/Guardian

PARTICIPANT REGISTRATION INFORMATION

- Please let us know as early as possible if the participant will not be attending. Unexcused absences or late cancellations may cause a participant to be dropped from a program with no refund, or to be ineligible for future programs.
- Please do not be late.
- No one is allowed in the activity area without permission.
- Check with the instructor, counselor or program leader before taking pictures or videos.
- Siblings or other children must be with an adult at all times.
- A parent/guardian/supervisor may be requested by an instructor or leader to stay out of the activity or program area.

PROMOTIONAL RELEASE

I authorize Cathy's Critters to make reasonable use of any and all images and statements of/by/about the participant during any part of Critter Camp lessons/programs/events for promotional purposes.

Signed:_____ Date:_____
Adult Participant or Minor Participant's Parent/Guardian