

Mainstay Farm, LLC Field Trip
(The Farm)

AUTHORIZATION, RELEASE, INDEMNIFICATION AND WAIVER OF ALL LIABILITY AGREEMENT

Child's Name _____, Date of birth _____, Age _____.

Name and Address of Parent or Legal Guardian of Child.

Name _____
Address _____ City _____ State _____ Zip _____
Mailing address if different from above:
Address _____ City _____ State _____ Zip _____
Phone: (home) _____; (work) _____; (cell) _____
Email address: _____

I, _____ (name of Child's parent or legal guardian) give permission for my Child to attend the field trip to Mainstay Farm, LLC ("The Farm") and also agree for myself and for my Child to all of the following:

1. I acknowledge and understand that The Farm has attempted to create an injury free area for my Child.
2. In the event my Child becomes injured or sick while on the premises of The Farm, I hereby authorize and consent to The Farm staff providing first aid, as well as in accord with their best judgment, to summon medical professionals at my expense for the medical treatment of my Child.
3. I agree to indemnify, save and hold harmless The Farm, its owners, agents, contractors and employees from any and all loss, liability, damage or costs whatsoever, arising out of or related to any loss, damage or injury (including death) to me or my Child arising out of or any way connected with participation in the activities and/or on the premises of The Farm for any reason or cause. This indemnity will arise upon any action or suit or claim for loss, damages and costs whatsoever arising out of related to arising out of, or in any way connected with, my Child's participation in activities or presence upon the premises of The Farm. The cost here indemnified include, but are not limited to, all costs, expenses and fees arising out of and connected with The Farm's defense against any claim in connection with any activities at the farm or arising from my or my child's presence at the farm.
4. **AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED THE RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.**

I HAVE READ THIS DOCUMENT AND AGREE TO ALL OF ITS TERMS. I UNDERSTAND IT BECOMES A LEGALLY BINDING CONTRACT UPON EXECUTION BY THE FARM AND THAT IT WAIVES CERTAIN LEGAL RIGHTS OF MINE AND OF MY CHILD INCLUDING BUT NOT LIMITED TO A RELEASE, DISCHARGE, INDEMNIFICATION, PROMISE NOT TO SUE, AND HOLD HARMLESS FROM ALL CLAIMS THAT CAN BE MADE AGAINST THE FARM AND ITS OWNERS, AGENTS, CONTRACTORS, AND EMPLOYEES. IT IS THE INTENT OF THIS AGREEMENT THAT IT SHALL BE BINDING UPON MYSELF, MY CHILD(REN) AND ANYONE ATTEMPTING TO ACT ON BEHALF OF MY CHILD(REN) AND OUR ESTATES SUCCESSORS AND ASSIGNS.

Parent's / Guardian's Signature _____ Date _____

Print Parent / Guardian Name: _____

This agreement is acknowledged as our contract on its stated terms upon its execution on behalf of The Farm,

Mainstay Farm, LLC: by _____ Date _____