

**WAIVER, RELEASE, AND COVENANT NOT TO SUE  
RELATING TO PARTICIPATION IN VOLUNTARY ACTIVITY**

I have chosen to participate (or, where applicable, have chosen to permit my minor child(ren) or ward(s) to participate) in the Farm Tour located at **Slice of Heaven Educational Farm**, and the activities incidental or related thereto (collectively, the "Activity") and further agree on behalf of myself (and/or, if applicable, on behalf of my minor child(ren) or ward(s)) to the following:

1. I understand that I (and/or, where applicable, my minor child(ren) or ward(s)) will be solely responsible for the actions, conduct, and safety of myself (or, where applicable, my minor child(ren) or ward(s)) during the Activity, including following all rules, regulations, and instructions. I confirm that I (and/or, where applicable, my minor child(ren) or ward(s)) have no medical conditions or physical limits which could affect my ability (and/or, where applicable, the ability of my minor child(ren) or ward(s)) to participate in the Activity.
2. I understand that there are certain risks inherent in participation in the Activity, and the activities incidental or related thereto, including, but not limited to, risk of illness, bodily injury, property loss and death.
3. I understand that my participation (and/or, where applicable, my minor child(ren)'s or ward's participation) in the Activity is entirely voluntary, that attendance or participation is not required and is not part of any duties, responsibilities, or conditions of employment.
4. In consideration for and as a condition to participation in the Activity, I, for myself and on behalf of my personal representatives, executors, heirs, next of kin and anyone else who might now or in the future claim by or through me (and/or, where applicable, my minor child(ren) or ward(s) and his/her/their personal representatives, executors, heirs, next of kin and anyone who might now or in the future claim by or through him/her/them), do hereby:
  - a. grant Slice of Heaven Educational Farm and its affiliates, and any of their respective owners, employees, officers, directors, independent contractors, vendors and agents (collectively, the "Slice of Heaven Educational Farm Parties") an irrevocable, royalty-free license to use my name, photograph, image, voice, likeness and any identifiable attributes (and/or, where applicable, the name, photograph, image, voice, likeness and any identifiable attributes of my minor child(ren) or ward(s)), in whole or in part, in any media (the "Images") for advertising, trade and any other lawful purposes now and in the future without further notification, inspection or approval and at no cost to them and with no compensation to me or, where applicable, my minor child(ren) or ward(s) (provided, however, that neither Slice of Heaven Educational Farm nor any Slice of Heaven Educational Farm party shall be obligated to use the Images in any way) and further agree that Slice of Heaven Educational Farm or any Slice of Heaven Educational Farm Party, as applicable, shall be the exclusive owner of any and all rights, including copyrights in the Images; and
  - b. being fully aware of the inherent risks associated with participation in the Activity, expressly, knowingly, and voluntarily assume the risk of property damage, injury, illness, death or other harm due to any act, event, or omission, including but not limited to negligent acts or omissions, by any Slice of Heaven Educational Farm Party arising from or in any manner related to my participation (and/or, where applicable, my minor child(ren)'s or ward's participation) in the Activity; and
  - c. release, discharge, covenant not to sue, indemnify, hold harmless, and absolve the Slice of Heaven Educational Farm Parties from and against any and all injuries, damages, claims, actions, rights,

liabilities, causes of action, demands or otherwise, whether for personal injuries, property damage, illness, death or any other loss, damages or expenses by or on behalf of myself (and/or, where applicable, my minor child(ren) or ward(s)) which I have or may have (and/or, where applicable, that my minor child(ren) or ward(s) has or may have or that I as the parent or guardian have or may have for, by, or through them) including those arising from the partial or sole negligence of any Slice of Heaven Educational Farm Party, arising from or in any manner related to my participation (and/or, where applicable, my minor child(ren)'s or ward's participation) in the Activity or use of the Images.

5. If signing on behalf of myself, I certify that I am at least 18 years old, have fully read and understood this Waiver, Release and Covenant Not to Sue (the "Agreement"), have the full legal capacity to execute this Agreement and will not seek to disaffirm this Agreement
  
6. If signing on behalf of a minor child(ren) or ward(s), I certify that I am the father, mother or legal guardian of the minor child(ren) or ward(s), have fully read and understand this Agreement, have the full legal right and capacity to execute this Agreement and will not seek to disaffirm this Agreement. I understand that I am waiving and releasing any right of the minor child(ren) or ward(s) and any right that any parent or guardian might have to sue or make claim against any Slice of Heaven Educational Farm Party for any personal injuries, property damage, illness, death or any other loss, damages or expenses, including those arising from the partial or sole negligence of any Slice of Heaven Educational Farm Party, arising from or in any manner related to my minor child(ren)'s or ward's participation in the Activity or use of the Images.
  
7. I hereby agree that if any court of competent jurisdiction shall declare any provisions of this Agreement to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY THE SLICE OF HEAVEN EDUCATIONAL FARM PARTIES, AND I SIGN IT OF MY OWN FREE WILL.

Yes     No    I agree to allow Slice of Heaven Educational Farm to take photographs of those listed below during events. I understand that these photographs may be used in advertising, posted on the premises, placed in onsite photo albums or used on our website/facebook.

Date: \_\_\_\_\_, 20\_\_\_\_

Printed name of all Participants:	Minor ?	Signature of Participant, if over 18
_____	Y   N	_____
_____	Y   N	_____
_____	Y   N	_____
_____	Y   N	_____

If Participant(s) is a minor:

Print name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_