

Darby Acres Farm, LLC
Waiver and Release from Liability for Petting Farm

(IMPORTANT: PLEASE READ THE FOLLOWING LEGAL DOCUMENT CAREFULLY)

Adult Participant Name(s): _____

Child(ren) Participant Name(s): _____

Name of Child(ren) Participant's Legal Guardian: _____

The undersigned hereby agrees, represents and warrants that:

I understand that I and/or my children are participating in the time of COVID-19. I acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including North Carolina.

By utilizing the services and facilities of Darby Acres Farm, I agree to the following policies set forth by Darby Acres Farm & Darby Safari.

- 1. Please wait to visit us if you have traveled out of the Carolinas within the last 14 days or had exposure to any person returning from out-of-state or had exposure to any person who has a suspected or confirmed case of COVID-19.**
- 2. Guests must sanitize/wash hands upon arrival to the farm and/or safari.**
- 3. When coming to the farm and/or safari, please help us to maintain social distancing by not shaking hands and keeping a distance of 6 feet. This is for your protection as well as ours.**
- 4. Please take your temperature prior to your tour. If you have recently been sick, or if you are currently not feeling well (fever, coughing, shortness of breath, etc.) we kindly request that you cancel your tour.**
- 5. No eating, drinking, or any other "hand-to-mouth" activities in the animal areas.**
- 6. Always wash your hands thoroughly after leaving the petting zoo, even if you did not touch an animal. Hand washing is a very important protective measure.**

I, (adult or minor child) HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Darby Acres Farm LLC and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or Child ever had or may have arising from or in any way related to my/child's participation in any events or activities conducted by, on the premises of, or for the benefit of, Darby Acres Farm LLC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or want on misconduct.

I understand that the activities that I/children will participate in and that I/children will see are inherently dangerous and may cause serious or grievous illnesses or injuries, including bodily injury, damage to personal property and/or death. I/children will be in direct contact with animals that include but are not limited to: goats, rabbits, pigs, horses, chickens, etc. and exotic animals such as Kinkajou, Skunk, Fennec Fox, Ferret, Chinchilla, Hedgehog, Porcupine, Bearded Dragon, Sulcata Tortoise, Albino Ball Python, Gecko Lizard, Bennett Wallaby, Patagonia Cavy, Armadillo, Lemur, Monkey, Paca, among other animals that may not be listed.

I understand that, as with most animals, they may react in an unpredictable way to sounds, sudden movements, people, or other animals that could result in injuries to people. On behalf of myself, said children, my heirs, assigns and next of kin, I/children waive all claims for damages, injuries and death sustained to me/children or property, that I/children may have against the aforementioned released party to such activity.

By this waiver, I/children, assume any risk, and take full responsibility and waive any claims of personal injury or death or damage to personal property with Darby Acres Farm LLC including but not limited to visiting the petting farm, observing or interacting with the animals, using the facility and its equipment in any manner, form or fashion, consumption of any food or drink, and practicing and/or engaging in other related activities including the initiating of prohibited contact with the animals on and off the premises and disobeying any Petting Farm regulations both posted and unposted. It is a condition of entry that visitors observe all warning signs, do not venture over exhibit safety barriers and do not enter the petting Farm's off limit areas.

This WAIVER AND RELEASE contains the entire agreement between parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of the WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Darby Acres Farm LLC, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE.

I understand and confirm that by signing this WAIVER AND RELEASE that I/children have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress of threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older, and/or legal guardian of children, and mentally competent to enter into this waiver.

Please **Initial one** of the following

I Do
 I Do Not

authorize Darby Acres Farm, LLC, to publish photographs taken of myself and/or the minor child or children listed above, and our names and likenesses, for use in the Darby Acres Farm, LLC's print, online and video-based marketing materials, as well as other Company publications. By checking "I Do", I acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I hereby release Darby Acres Farm, LLC, its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below.

I understand that this agreement contains a promise not to sue Darby Acres Farm, LLC or their employees.

Date: _____

Printed Name: _____

Signature: _____