

Darby Acres Farm, LLC - Traveling Petting Zoo

"We bring the Zoo to You!"

**Darby Acres Farm provides a unique opportunity for education and fun all in one!
We bring fun farm friends and unique exotic animals to you!**

Depending on the traveling package chosen by your Host, your child will be able to learn about and have direct contact with live animals that may include but are not limited to: farm animals such as Horse, Donkey, Llama, Goat, Sheep, Pig, Chicken, Duck, Rabbits, and exotic animals such as Kinkajou, Skunk, Fennec Fox, Ferret, Chinchilla, 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.

(IMPORTANT: PLEASE READ THE FOLLOWING LEGAL DOCUMENT CAREFULLY)

ACKNOWLEDGEMENT, WAIVER AND RELEASE

I, the undersigned, give my child permission to participate in the Darby Acres Farm, LLC Traveling Petting Zoo.

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.

I understand that participation involves my child being both in the vicinity and in direct contact with live animals of various species. I have been informed and I completely understand and acknowledge that, although careful precautions will be used for the safety of all children participating in the Traveling Petting Zoo, there are possible risks involved for my child. I understand that any and all animals may react in an impulsive and unpredictable way as a result of, but not limited to, people, sounds, sudden movements, or other animals which could result in injury to my child and those in the vicinity of the Traveling Petting Zoo. I will not hold anyone from Darby Acres Farm, LLC, or any participant of this event, liable for any accident, including but not limited to injury, illness, property damage, or any other loss sustained by me or my child (or the child I am representing), arising from or due to any cause whatsoever.

I _____, parent or legal guardian of
Child's Parent/ Legal Guardian Full Name (PRINT)

_____, HEREBY WAIVE AND RELEASE,
Child's Full Name(s) (PRINT)

indemnify, hold harmless and forever discharge Darby Acres Farm, LLC, its employees, its heirs and personal representatives, and all firms, corporations, and persons on their behalf liable, from any and all claims, demands, damages, actions, or causes of action arising from or growing out of any and all personal injuries and/or death and/or property damage that my child and/or I may incur while participating in any part of the Darby Acres Farm, LLC, Traveling Petting Zoo.

I completely and fully understand the entire Agreement and acknowledge that I have had the opportunity to review this Agreement prior to allowing my children to engage in the activities of the traveling petting zoo offered by Darby Acres Farm, LLC of Charlotte, NC and I agree to be legally bound by the Agreement.

I give my child/children permission to interact and touch animals brought by Darby Acres Farm, LLC. I understand that Darby Acres Farm, LLC will not be held responsible nor are they liable for any illness, injuries, death, or damages to any child or participant and/or personal property and I verify that I am the adult who has legal authorization to speak for this child/children.

– Please Initial one of the following

_____ I Do

_____ I Do Not

authorize Darby Acres Farm, LLC, to publish photographs, taken by any participant and/or attendee of the traveling petting zoo, of the minor child or children listed above and/or myself or family members, etc., 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, or other family members 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 above.

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

I, _____ (Parent/Legal Guardian) hereby sign this agreement on behalf of myself, my child, my personal representatives, heirs and assigns.

Signature of Parent / Legal Guardian

Date

Complete below certification if Applicable

I, _____ (FULL LEGAL NAME), hereby certify that I translated this document from English into (language) _____ and that it is a true and correct translation. I further certify that I am competent in both (language) _____ and English to render and certify such translation.

Full Legal Name (Print)

Signature

Date

Witness (Print)

Signature

Date