

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

In consideration of being permitted by Morell Dairy Farm and Creamery LLC (the "Dairy") to enter and access the real property, and movable and immovable improvements owned and operated by the Dairy (the "Premises"), participate in any and all activities on the Premises, including, tours of the Premises, handling, touching, or being in any space with cows, chickens, sheep, goats, or other farm animals, the use or operation of any movable property owned by the Dairy, including tractors other types of motorized vehicles, or trailers being pulled by any motorized vehicles, utilizing any and all trails, pathways, roads, improvements, buildings, facilities, permanent or temporary pens, equipment, or goods owned by the Dairy for any reason, or events sponsored by the Dairy or events or tours sponsored by others on the Premises (the "Activities"), I, the undersigned "Participant" for myself, for each minor child entering onto the Premises or participating in any of the Activities as identified on the list below, and for my and each minor's heirs, personal representatives, successors, and assigns, agree to the following terms and conditions:

1. *I acknowledge that I am voluntarily and of my own free will choosing to participate in the Activities or allowing the minor children listed below to participate in the Activities and that the Activities may involve access to farm animals, and that such Activities are subject to mishap and could cause illness or injury to or the death of me, any of my minor children listed below, or other participants or spectators, including broken bones, internal injuries, or permanent paralysis, as well as the loss of or damage to personal property.*
2. I acknowledge, agree and represent that I have, or will immediately upon entering the Premises, and will continuously thereafter, inspect the Premises and further agree and warrant that I will immediately advise the management of the Premises of any condition that I feel may be or become unsafe or dangerous, including potential contact with snakes, and spiders and if that happens will refuse to participate further in any Activities.
3. **I recognize and acknowledge that there are certain inherent risks of physical injury to patrons on the Premises, including from access to farm animals and their pens, terrain, temperature, weather, condition of the Premises, vehicular traffic, lack of hydration, and I voluntarily agree to assume the full risk of any injuries, illnesses, damages or loss (including death), regardless of the severity thereof, that I or any minor child listed below may sustain as the result in engaging in any activities at the Premises.** The risk of injury includes, minor injuries such as abrasions and bruises, and more serious injuries such as broken bones, muscle pulls and dislocations. The risk of injury also includes catastrophic injury such as permanent paralysis or even death. The risk of illness includes the exposure to illnesses, including E-coli, Salmonella, Hand Foot and Mouth disease, waterborne illnesses, and other infections. I understand that even with caution and reasonable hygiene, bacteria and parasites can infect participants in activities at the Premises who touch farm animals or water, who walk through mucky ground, or are splashed with, or who swallow and inhale even small amounts of water. Symptoms of water borne illnesses include cramps, nausea, fever and severe diarrhea. **With the full knowledge of the potential risks for injury, illness or disease, I hereby give my consent to participate or give each minor child listed below permission to participate in such activities and represent that I have full legal authority to provide such consent. (Initial _____)**
4. *I also know that I, or any minor child listed below, may be injured, damaged or die as a result of the acts or omissions of other persons expressly including the negligence, strict liability, or fault of the Dairy or the event sponsor or its or their employees, officers, managers, members, agents, representatives, volunteers, or invitees, and that by executing this Release, I am giving up significant legal rights for myself and each minor child listed below to seek recovery for such injuries, death or damage from the Dairy, the event sponsor and its or their officers, managers, members, employees, representatives, agents, volunteers, invitees, or any of their successors, assigns or insurers (the "Released Parties"). For clarity the event sponsor is the person or organization that organized the event or tour with the Dairy or on the Premises. (Initial _____)*
5. With full knowledge and acceptance of these facts and obligations, I expressly ASSUME THE RISK of my participation or the participation of each minor child listed below in the Activities and agree that the Dairy and the Released Parties shall have no liability or legal duty to me for the risks that I am voluntarily and expressly assuming for myself or for each minor child listed below. (Initial _____)
6. Acknowledging that these and other risks exist, **I HEREBY VOLUNTARILY FOREVER RELEASE DISCHARGE HOLD HARMLESS the Released Parties of and from, AND EXPRESSLY WAIVE and agree to INDEMNIFY AND DEFEND** the Released Parties from and against any and all liabilities, losses, claims, actions, causes of action, rights of action, awards, penalties, damages (including consequential, special, indirect, incidental, punitive or exemplary damages), fines, costs or expenses of whatever kind, (including reasonable attorney's fees, court costs, and expert fees), whether arising under federal, state, or local law, statute, or regulation, under the common law, under the civil law, in tort law, equity, contract, quasi-contract, strict liability, absolute liability, or arising in any other way whatsoever, whether or not expressly anticipated, which I have or may have, or any minor children listed below has or may have, against any of the Released Parties for, relating to, arising out of or caused in whole or in part by my or the minor child's participation in any of the Activities at the Premises, or an event sponsored by the Dairy, **expressly including to the extent CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF ONE OR MORE OF THE RELEASED PARTIES OR BY ANY HIDDEN, LATENT, OR OBVIOUS DEFECT AT, ON OR UNDER THE DAIRY, THE PREMISES OR AT ANY DAIRY-SPONSORED EVENT.** (INITIAL _____)

7. I certify, covenant, and warrant that: I have the skills and ability needed to participate carefully and competently in the Activities; I have no health condition that will put me or others at increased risk while participating in the Activities; I will follow all rules and safety standards applicable to the Activities. If any minor children are listed below, I further certify, covenant and warrant that as to each listed minor child, I understand the nature of each of the Activities and each minor's experience and capabilities and believe each minor that participates in one or more of the Activities to be qualified to participate in each such Activity, and has no health condition that would put the child or others at increased risk while participating in the Activities. I will ensure that each listed minor child (or each minor child that I am chaperoning) will follow rules and safety standards for the Activities provided by the Dairy or the event sponsor.

8. The Dairy may take and use photographs, video, film, and other images of me or any of the minor children listed below participating in or observing Activities. For myself and for each of the minor children listed below, I waive the right of privacy, publicity, compensation, copyright or other rights to those images and consent to use of those images by the Dairy for any purpose.

9. The laws of the State of Louisiana govern this Agreement, without regard to its conflicts of rules principles that would apply the rules of another jurisdiction. I agree that this Release will be interpreted as broadly and comprehensively as possible under the laws, so that the Released Parties will not be liable, now or in the future, individually or collectively, to me directly or indirectly, for the Released Claims. In light of this, any provision, clause or term of this Release that is invalid, illegal or unenforceable in any respect will only be reformed to the extent necessary to make the provision valid and enforceable to provide for as comprehensive a release of the Released Claims as is possible under the laws, without in any way affecting the validity, legality or enforceability of the remaining provisions and terms of the Release. This Release does not lessen or negatively affect any immunities the Dairy or any of the Released Parties have or may have under any statute providing limitations of liability or immunity for injury or death from certain activities, including for farm animal activities or agritourism activities under La R.S.9:2795.1 or 9:2795.5. As used in this Release, the word "or" means "and/or;" the words "including" or "includes" include the phrase "without limitation," "but not limited to," or similar phrases, whether or not those phrases are used and are not limited to any list that follows them. Use of a plural term in this Release includes the singular term and vice versa. I agree that where the terms in this Release are in **bold**, *italicized*, in ALLCAPS, or in a larger font that the terms meet any legal requirements that they be conspicuous.

I have read and fully understand this Assumption of Risk, Release of Liability and Indemnity Agreement and agree to be bound by its terms and to bind each of the minors listed below to its terms. I understand that by signing this Agreement I am waiving significant legal rights for myself, the minor children listed below and any of my or their heirs, personal representatives, successors, or assigns, including the right to assert claims against, sue, or recover from the Morell Dairy Farm and Creamery LLC or any of the Released Parties and that the Dairy and any of the Released Parties may assert this Release in defense of any claims released herein. I am over the age of 18, am competent to sign this Agreement, and I sign this Agreement freely and willingly.

By checking this box, I hereby agree to remain legally bound by all of the terms, conditions and notices contained or referenced herein upon each entry to the Premises, for myself and each of the minor children listed below and consent for myself and each of the minor children listed below to the continuing enforceability of this Agreement without any further action by me, Participant, or the Released Parties.

Print Participant Name: _____ Date: _____

Participant Signature: _____

Minor Child's First & Last Name / Birthdate / Relation to Child

_____	_____	___Parent	___Legal Guardian
_____	_____	___Parent	___Legal Guardian
_____	_____	___Parent	___Legal Guardian
_____	_____	___Parent	___Legal Guardian
_____	_____	___Parent	___Legal Guardian

Signature of Parent/Guardian _____ Emergency Number: _____

Print name of Parent/Guardian _____ Date: _____