

Participant Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING THE EDUCATIONAL FARM AT JOPPA HILL FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR

Assumption of Risk

I acknowledge and agree that any use of The Educational Farm at Joppa Hill' facilities, services, equipment and premises ("Facilities") and any participation in The Educational Farm at Joppa Hill' programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification, Covenant Not to Sue and Other Provisions

WAIVER AND RELEASE. In consideration of Minor's use of Facilities and participation in Programs I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor that The Educational Farm at Joppa Hill, its officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees") will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by Minor, however occurring including, but not limited to, the negligence of Releasees. I understand that Minor and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further understand that participation in the programs and the events involves risks and dangers of serious bodily injury, including but not limited to transmission of virus such as the COVID-19 virus or other infectious disease, disability or death (RISKS), that these RISKS may be caused by the negligence, recklessness, action or inaction of myself or others, that there may be other risks and social and economic losses not known or foreseeable. I understand that there are all sorts of risks of illness, injury or death inherent in any program where physical exercise may take place. Common risks include, but are not limited to, increased pulse and respiration, joint injury, fatigue, and possible blood clotting, pulled muscles, dehydration, broken bones, communicable disease, and heart failure. Participant further understands that risks can be intensified and become severe in participants with certain high level of risk factors including but not limited to high blood pressure, obesity, diabetes, weight, substance use, organ/joint or other disease/disorder.

I fully accept and assume all such RISKS and responsibility to the extent permitted by law for losses, costs and damages I incur as a result of my participation in the programs and the events provided by The Educational Farm at Joppa Hill. THIS RELEASE AND WAIVER SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK BY THE PARTICIPANT AND THEIR GUARDIAN/PARENT.

I further acknowledge, attest and represent as follows on behalf of minor participant that said participant and myself as parent/guardian:

1. Voluntarily wishes to enter and participate in The Educational Farm at Joppa Hill' programs and events;
2. Understands that such participation may involve arduous and strenuous activities, including but not limited to hiking, ice skating, climbing, sledding, etc.;
3. Is qualified, in good health, physically fit and in proper physical condition to participate in these programs and have been encouraged to seek medical advice for any concern I may have regarding same, and further agrees that minor participant carries comprehensive medical insurance;
4. Has complied with all paperwork requirements, including but not limited to uploading current physical and insurance information;
5. Agrees to review and obey all rules and regulations for participation in the program and the events and the failure to do so may result in my disqualification and loss of privileges, and that dismissal is not a grounds for refund;
6. Agrees to inspect and examine all conditions with which I am involved and relating to the programs and events I participate in and, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify The Educational Farm at Joppa Hill and will refuse and refrain from taking part until the condition has been corrected to my satisfaction.

COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or unintentional negligence of The Educational Farm at Joppa Hill and others, including, but not limited to, employees, volunteers, and program participants and their families. I agree to comply with any recommendations put forth by the CDC, the State of New Hampshire, and/or The Educational Farm at Joppa Hill, and to follow any and all state guidance pertaining to COVID-19, mask wearing, hand sanitizing, and any other proffered guidance on same, and to hold The Educational Farm at Joppa Hill harmless for any result of catching and/or transmitting this or any other communicable disease. I further agree to keep my Camper home in the event that they exhibit any symptom of COVID-19, and to take their temperature each day prior to sending them to camp. Should my Camper exhibit any symptoms, I agree to hold them home until they are symptom-free and the appropriate amount of time, as recommended by the CDC, has passed.

MEDICAL TREATMENT. Participant understands that The Educational Farm at Joppa Hill has no responsibility to detect factors that may increase illness or injury, including that for communicable diseases, for Participant and that Participant should consult a physician before beginning or participating in a program. Participant does hereby release and forever discharge The Educational Farm at Joppa Hill from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered as a good Samaritan in connection with the Participant's participation in the Sport.

INSURANCE. The Participant understands that The Educational Farm at Joppa Hill does not carry or maintain health or disability insurance coverage for any Participant. Each Participant is required to obtain and produce proof of his or her own comprehensive medical insurance coverage.

PUBLICITY. Participant hereby irrevocably grants to The Educational Farm at Joppa Hill, the right and authority to film, videotape, photograph and/or record, in any manner or medium, the Participant, and to use such film, videotape, photography and/or recordings (Products) in perpetuity, any number of times, for any purpose and in any manner or medium now or hereafter known in connection with the display, distribution, promotion, marketing or sale of Products by any means and through any channels, including, without limitation, in or on any website, marketing, advertising, promotions and packaging relating to The Educational Farm at Joppa Hill.

OTHER. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Hampshire. Participant agrees that in the event that any portion of the Release is held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

REFUND POLICY. I acknowledge and agree to the refund policy as set forth on the The Educational Farm at Joppa Hill website, and further agree that any dismissal of minor participant is not grounds for a refund.

COVENANT NOT TO SUE. I further agree, in my legal capacity as the parent/guardian of Minor, on behalf of Minor, myself, and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Minor, myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

Participant Name and Date

Participant Signature and/or Parent/Guardian Signature

Parent/Guardian Name (if applicable)