

## Health Happiness and Hooves Farm Waiver and Liability Release

This release ("Release") is a waiver of your legal rights and an agreement to hold harmless Health Happiness and Hooves Farm, (physically located at 10804 Henderson Rd. Fairfax Station VA 22039), property owner, neighbor's properties, its officers, directors, agents, volunteers, employees, vendors, attorneys, landlords, and business partners (collectively "HHHF") and is entered into by and on behalf of adult identified in the signature block below ("Adult") and on behalf of the minors identified in the signature block below ("Child[ren]") with whom the Adult has the legal authority to bind (Adult and Child[ren] may collectively be referred to with the pronouns "you", "your", "I", "me") HHHF is a non-profit provider of therapeutic animal experiences and sustainable farming/gardening ("Activities"). The Activities include, for example, watching, petting, riding, feeding, handling, hugging, playing, and generally being in close proximity with farm animals such as horses, ponies, pigs, goats, sheep, chickens, ducks, turkeys, etc. The Activities also include farming, gardening, and using common tools and equipment. In consideration of HHHF allowing me to voluntarily participate in the Activities, I agree, for myself and my heirs, assigns, and representatives, that:

### 1. Assumption of Risk:

I am aware that animals may appear docile, but can be unpredictable and may become angry, agitated, and dangerous without warning. Interacting with animals carries a high risk of serious injury or death that no amount of care, caution, instruction, or experience can eliminate. Such dangers include, for example, being thrown from or falling off the animals, being kicked, bitten, stomped on, run into, run over, attacked, contracting disease, dragged, head butted, jumped on, etc. I knowingly assume the foregoing risks. I am aware that natural conditions such as rain, snow, sleet, hail, mud, heavy winds, earthquakes, fire, lightning, etc. can cause dangerous conditions that may result in serious injury or death. I am aware that the location where the Activities are conducted may include dangerous conditions which may not be readily apparent. Existing conditions include, for example, uneven ground, holes, ruts, slippery grass or mud, tools, and equipment. Potential injuries from natural or existing conditions include, for example, slipping, falling, cuts, contusions, puncture wounds, sprains, broken bones, and death. I knowingly assume the risk of injury from natural and existing conditions.

### 3. Release from Liability and Covenant Not to Sue:

In consideration of being permitted to participate in the Activities, I forever discharge and release HHHF, and agree in the future to release HHHF, from any legal liability and agree not to sue HHHF for any injuries or property damage caused by or resulting from my participation in the Activities including incidents arising out of HHHF's negligence.

### 4. Indemnification:

I will hold harmless HHHF from any and all losses, claims, actions, causes of actions or proceedings of any kind which may be initiated by myself or by any other person on my behalf, including demands for damages, judgments, costs, loss of services, or expenses arising from activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by HHHF.

### 5. Miscellaneous:

I agree that this Release will be construed in accordance with and exclusively governed by the laws of the Commonwealth of Virginia. I consent to personal jurisdiction in Fairfax County, Virginia. I agree that exclusive venue for any litigation, action, or proceeding arising from or relating to this Release shall lie in Fairfax County, Virginia. I am aware that this Release is legally binding and that I am releasing legal rights for myself and my heirs, assigns, and representatives by signing it. I further expressly agree that the foregoing Release is intended to be as broad and inclusive as permitted by law and that if any portion or paragraph is held invalid, the balance shall continue in full legal force and effect. The Adult signing below represents and warrants (a) they are the legal guardian of any Child herein identified and (b) that the Adult has the legal authority to enter into this Release on behalf of the identified Child[ren]. ANY PERSON UNDER AGE 18 MUST HAVE A PARENT OR LEGAL GUARDIAN SIGN THIS RELEASE.

\_\_\_\_\_  
[Adult Signature]                      [Date]

\_\_\_\_\_  
[Child #1 Printed Name]                      [DOB]

\_\_\_\_\_  
[Adult Printed Name]                      [DOB]

\_\_\_\_\_  
[Child #2 Printed Name]                      [DOB]

\_\_\_\_\_  
[Adult Address]

\_\_\_\_\_  
[Child #3 Printed Name]                      [DOB]

\_\_\_\_\_  
[Adult Driver's License Number]

### Photo Release (please check one)

- ☐ I give permission for photos to be used in the promotion of the 3HFarms.
- ☐ I do not give permission for photos to be used in the promotion of the 3HFarms.