



## **REVIVAL HOMESTEAD LIABILITY WAIVER & RELEASE**

THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT (THE "AGREEMENT") IS MADE AND ENTERED INTO BY THE UNDERSIGNED (THE "PARTICIPANT") IN FAVOR OF REVIVAL CONCRETE & LANDSCAPE, ITS OWNERS, EMPLOYEES, AGENTS, AND VOLUNTEERS (COLLECTIVELY, "REVIVAL HOMESTEAD"). BY SIGNING THIS AGREEMENT, THE PARTICIPANT ACKNOWLEDGES AND AGREES TO THE FOLLOWING TERMS:

### **1. ASSUMPTION OF RISK**

THE PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT INTERACTION WITH ANIMALS, INCLUDING BUT NOT LIMITED TO LIVESTOCK, PETS, AND OTHER ANIMALS AT REVIVAL HOMESTEAD, INVOLVES INHERENT RISKS, INCLUDING BUT NOT LIMITED TO, BODILY INJURY, ZOO NOTIC DISEASES, ALLERGIC REACTIONS, AND OTHER UNFORESEEN INCIDENTS. THE PARTICIPANT VOLUNTARILY ASSUMES ALL RISKS ASSOCIATED WITH VISITING THE PROPERTY, INTERACTING WITH ANIMALS, AND PARTICIPATING IN ANY RELATED ACTIVITIES.

### **2. RELEASE OF LIABILITY**

THE PARTICIPANT, ON BEHALF OF THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, HEREBY FULLY AND FOREVER RELEASES, DISCHARGES, AND HOLDS HARMLESS REVIVAL HOMESTEAD, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR LIABILITIES, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY RELATED TO PARTICIPATION IN ACTIVITIES ON THE PROPERTY OR INTERACTION WITH ANIMALS.

### **3. INDEMNIFICATION**

THE PARTICIPANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS REVIVAL HOMESTEAD AND ITS ASSOCIATED PARTIES FROM ANY CLAIMS, LOSSES, DAMAGES, OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING FROM THE PARTICIPANT'S ACTIONS, NEGLIGENCE, OR MISCONDUCT WHILE ON THE PROPERTY OR INTERACTING WITH ANIMALS.



#### **4. HEALTH AND SAFETY**

THE PARTICIPANT AFFIRMS THAT THEY ARE IN GOOD HEALTH AND PHYSICALLY CAPABLE OF ENGAGING IN ACTIVITIES ON THE PROPERTY. THE PARTICIPANT AGREES TO ABIDE BY ALL SAFETY INSTRUCTIONS PROVIDED BY REVIVAL HOMESTEAD STAFF OR SIGNAGE AND TO EXERCISE CAUTION WHILE INTERACTING WITH ANIMALS. IF THE PARTICIPANT HAS ANY CONCERNS ABOUT ALLERGIES, MEDICAL CONDITIONS, OR ANY OTHER HEALTH-RELATED ISSUES, THEY AGREE TO CONSULT WITH A HEALTHCARE PROVIDER PRIOR TO VISITING.

#### **5. PARENTAL/GUARDIAN CONSENT (IF APPLICABLE)**

IF THE PARTICIPANT IS UNDER THE AGE OF 18, THE PARENT OR LEGAL GUARDIAN SIGNING THIS AGREEMENT ON THEIR BEHALF AFFIRMS THAT THEY HAVE FULL AUTHORITY TO GRANT SUCH PERMISSION AND ACKNOWLEDGES THE POTENTIAL RISKS INVOLVED. THE PARENT/GUARDIAN AGREES TO SUPERVISE THE MINOR CHILD AT ALL TIMES AND ACCEPTS FULL RESPONSIBILITY FOR THE CHILD'S BEHAVIOR AND ACTIONS WHILE ON THE PROPERTY.

#### **6. MEDICAL TREATMENT**

IN THE EVENT OF AN EMERGENCY, THE PARTICIPANT AUTHORIZES REVIVAL HOMESTEAD TO SEEK MEDICAL TREATMENT FOR THE PARTICIPANT IN CASE OF INJURY, ILLNESS, OR ACCIDENT AND AGREES TO BE RESPONSIBLE FOR ANY MEDICAL EXPENSES INCURRED.

#### **7. PHOTOGRAPHY AND MEDIA RELEASE**

THE PARTICIPANT CONSENTS TO THE USE OF ANY PHOTOGRAPHS, VIDEO RECORDINGS, OR OTHER MEDIA TAKEN DURING THEIR VISIT TO REVIVAL HOMESTEAD FOR PROMOTIONAL, EDUCATIONAL, OR OTHER PURPOSES RELATED TO REVIVAL HOMESTEAD'S ACTIVITIES.

#### **8. ACKNOWLEDGEMENT OF UNDERSTANDING**

THE PARTICIPANT ACKNOWLEDGES THAT THEY HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PARTICIPANT AFFIRMS THAT THEY ARE VOLUNTARILY PARTICIPATING IN ACTIVITIES AT REVIVAL HOMESTEAD AND ACCEPT ALL RISKS ASSOCIATED WITH THE VISIT.



BY SIGNING BELOW, THE PARTICIPANT (OR THEIR PARENT/LEGAL GUARDIAN) AGREES TO ALL TERMS AND CONDITIONS OUTLINED IN THIS LIABILITY WAIVER & RELEASE AGREEMENT.

PARTICIPANT NAME (PRINTED): \_\_\_\_\_

DATE OF BIRTH (IF UNDER 18): \_\_\_\_\_

SIGNATURE OF PARTICIPANT (OR PARENT/GUARDIAN IF UNDER 18): \_\_\_\_\_

DATE: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_

EMERGENCY CONTACT PHONE NUMBER: \_\_\_\_\_

THANK YOU FOR VISITING REVIVAL HOMESTEAD!

WE APPRECIATE YOUR UNDERSTANDING AND COOPERATION IN ENSURING A SAFE AND ENJOYABLE EXPERIENCE FOR EVERYONE.