

MAPLE FARM SANCTUARY
RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS,
AND INDEMNIFICATION AGREEMENT

This Release, Acknowledgement and Assumption of Risks, and Indemnification Agreement (“Agreement”) is entered into by the undersigned in favor of MAPLE FARM SANCTUARY (the “Sanctuary”) and its owners, operators, officers, employees and agents, including any other volunteers or guests participating in any activity conducted by or at the Sanctuary (collectively, the “Released Parties”). In consideration of being permitted to participate in any and all activities conducted by or at the Sanctuary, and to use the facilities of the Sanctuary, I acknowledge and agree as follows:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS. I understand that all of the activities in which I may participate at the Sanctuary, including without limitation being around and working with animals, such as the horses, llamas and other animals that live at the Sanctuary, are inherently dangerous activities, and I acknowledge that I am voluntarily participating in such activities with full knowledge of the dangers involved. Such animals are powerful, easily frightened and unpredictable, and even those animals that are well-trained and appear gentle may rear, change direction or speed at will, shy, spook, kick, strike, bite, and bolt, all without warning and without apparent cause or in response to wind, sounds, movement of people, cars, bikes, or other animals, or inanimate objects. I understand and acknowledge that SERIOUS, PERMANENT BODILY INJURY, DISABILITY OR DEATH OF MYSELF OR OTHERS MAY RESULT from my participating in any activity at the Sanctuary, and that property belonging to me or others may be damaged. I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, ILLNESS, DISEASE OR DEATH TO MYSELF, INCLUDING FINANCIAL LOSSES (INCLUDING LOSS OF EARNING CAPACITY) AND DAMAGE OR DESTRUCTION OF PROPERTY OWNED BY ME OR IN MY CARE, RESULTING FROM MY PARTICIPATING IN ANY ACTIVITY CONDUCTED BY OR AT THE SANCTUARY.
2. RELEASE OF LIABILITY, INCLUDING LIABILITY FOR NEGLIGENCE. On behalf of myself, my family, heirs, estate, distributees, guardians, legal representatives and assigns, I HEREBY RELEASE THE RELEASED PARTIES AND EACH OF THEM FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES based on any injury, disability, illness, disease, death, financial loss, property loss or damage, or other harm suffered by me, or by any third person for which I may be held responsible, that may result from my participation, or the participation of any third person for which I may be held responsible, in any activity conducted by or at the Sanctuary, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE; provided that nothing in this Section 2 shall be deemed to release any Released Party from liability arising from their willful injury to me or any other person or any property, or their gross negligence.
3. INDEMNIFICATION. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claim for injury or death resulting from my participation in any activity conducted by or at the Sanctuary, by or prosecuted for the benefit of myself or my family, estate, heirs, representatives or assigns. The indemnification provided by this Section 3 shall include all costs and expenses incurred by any and all Released Parties in defending against said claims, including all actual attorney fees. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any claim for injury or death of any person whom I bring or invite to the Sanctuary or otherwise permit to participate in any activity conducted by or at the Sanctuary, WHETHER SUCH INJURY OR DEATH WAS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.
4. This Agreement is governed by Massachusetts law.

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5. AGREEMENT TO PAY FOR EMERGENCY MEDICAL TREATMENT. I AGREE that should emergency medical treatment be required for me or for any third person for which I may be held responsible, I and/or my own accident/medical insurance Company SHALL PAY FOR ALL SUCH INCURRED EXPENSES.
6. SEVERABILITY. If any provision of this Release is held to be unenforceable, such provision shall be excluded and the balance of the Release shall be enforced in accordance with the remaining terms.
7. LEGALLY BINDING. I have read this Release and understand that I am giving up legal rights. I have executed it knowingly and voluntarily without relying on any statement or representation of any Released Party. I understand that it is a binding legal document.
8. PARENTS MUST SIGN FOR MINORS. I represent that I am 18 years of age or older and am legally competent to enter into this Release for myself. If signing for a minor, I represent that I am the parent of duly appointed legal guardian of the minor for whom I am signing this Release.

Name (please print)

Signature

Date

Name of Minor (please print)

Name of Minor's Parent (please print)

Signature of Minor's Parent

Date

Full Address: _____

Home Phone: _____

Email address: _____

Maple Farm Sanctuary
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Mendon, MA 01756