

The Pond Place at Vallie View Farm

Liability Waiver Form

Please only one email for entire group or deliver all signed waiver forms prior to the event day.

No one will be allowed to participate without turning in a signed form.

Children under the age of 18 must have a parent/guardian sign. The signature indicates the responsible party has read, understood and consents to this liability waiver.

I understand that training and preparation will increase my ability to participate in the activities at the pond place. In consideration for being allowed to use this facility, I, for myself, my heirs, executors, administrators, agents and assigns do hereby release and forever discharge Vallie View Farm LLC, Mike and Sandy Vallie and any other individual, group or organization (volunteer, employee or otherwise) who participates in organizing, running, attending, managing or sponsoring the event, from any and all claims or liabilities arising out of my participation in activities at the Pond Place. I hereby assume any and all risks associated with my participation in any part of this event. I also attest that I am physically capable of participating in the activities and am aware that participation in this event could result in physical injury, or even death. Should a pond place representative determine that further participation in any activity would be injurious to my health or the well being of others, I consent to be removed from the event and to be treated by medical personnel if needed. I agree to and accept the decisions of the Pond Place representative as final. I understand that The Pond Place offers inherently dangerous activities that present dangers including but not limited to a water slide, Zipline, rope swing, volleyball, bon fire, muddy trails, rocks and roots, heights, climbing, steep hills, deep water, and uneven terrain. I understand and agree that the water at The Pond Place has not been treated for chemicals, disease, or contamination and that this venue contains wildlife, insects, plants and trees.

I, the undersigned, hereby grant Vallie View Farm(The Pond Place) the unconditional right to use my likeness (or that of my child's) for the purpose of promotion, awareness and fundraising for Vallie View Farm and Fund-Racing at the Farm. I hereby waive the right to any compensation and release Vallie View Farm from any liability associated with such lawful use of my likeness or my child's likeness.

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED IN PARTICIPATING IN THIS EVENT AND THAT ENGAGING IN THOSE RISKS IS ONE OF THE PRIMARY REASONS I HAVE VOLUNTARILY DECIDED TO PARTICIPATE IN THE EVENT. I HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A WAIVER AND COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE TO THE NEGLIGENCE OF THE RELEASEES OR THE INHERENT RISKS OF THE EVENT.

Signature _____ Printed Name _____ Date _____
(If 18 or Older) (of Participant)

Signers Cell Phone: _____

Your Initials /Page 1 _____

This is page two of the Liability waiver for The Pond Place

By signing on this page you agree that:

you have read, understood and consent to the terms explained on page one.

In Case of emergency notify:

Name: _____ **Phone Number:** () _____ - _____

Relationship to Participant: _____

Only Complete section below if you are the Legal Guardian/Parent of a Participant under 18

years of age: I represent and warrant that I am the legal parent or guardian of the above named participant ("minor") have the legal authority to enter into this agreement and waiver and approve of the Minor's participation in the Pond Place event at Vallie View Farm. I certify that both the Minor and I are aware of the nature and risks of the event, that I have reviewed understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the minor) and that the minor is in good physical condition and qualified to participate in the activities at The Pond Place. I release waive discharge and covenant not to sue the Releasees for any claims on the minors account or behalf and further agree that if, despite this Agreement and Waiver, I, the Minor or anyone on the Minors behalf makes a claim against the Releasees, I will indemnify and hold harmless the Releasees from such claims.

Signature: _____ **Child's Name:** _____ **Date** _____

Of parent or guardian

Signers Cell Phone _____