



## **Adult Participant and Volunteer Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of participation in The Barn at Spring Brook Farm’s Programs, now or any time in the future.**

### **Acknowledgment of Risk**

I do hereby acknowledge and agree that participation in The Barn at Spring Brook Farm’s activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in Barn Programming, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

### **Coronavirus / COVID-19 Warning & Disclaimer**

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Barn programs or accessing The Barn at Spring Brook Farm facilities could increase the risk of contracting COVID-19.** The Barn at Spring Brook Farm in no way warrants that COVID-19 infection will not occur through participation in Barn Programming or accessing The Barn at Spring Brook Farm facilities.

**Initial**

### **Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of participation in Barn Programming, I, \_\_\_\_\_, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE The Barn at Spring Brook Farm, its officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against The Barn at Spring Brook Farm on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of The Barn at Spring Brook Farm facilities/equipment or participation in The Barn at Spring Brook Farm programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

**Initial**



In consideration of participation in Barn programming, I agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to Barn program participation.

I hereby certify on behalf of myself that I have full knowledge of the nature and extent of the risks inherent in Barn Program participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death sustained while participating in Barn Programming and that by signing this agreement I HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that I am in good health and have no conditions or impairments which would preclude safe participation in Barn Programming.

I further certify that my date of birth is [redacted] (MM/DD/YYYY), that my present age is [redacted], that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

### Photo/Video Release

(Circle one) I **do / do not** give my permission for photographs taken of myself to be used in any Promotional/Marketing materials for The Barn at Spring Brook Farm, including but not limited to The Barn's Facebook page, The Barn's YouTube channel, and The Barn's website.

[redacted] **Initial**

[redacted] Participant Name (Print Clearly)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Email

\_\_\_\_\_  
Participant Phone Number

\_\_\_\_\_  
**Date**