

# **WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**Please Read Carefully as by signing this Agreement, You are giving up your right(s) to sue for any injury or damages howsoever caused.**

**To Chesla farms**

(hereinafter referred to collectively as "The Company") and employees, representatives, officers, Contractors and agents.....

(hereinafter referred to collectively as "The Company's Employees")

**I, We**

Hereby sign this Agreement on behalf of myself, my personal representatives, my child(ren), heirs and assigns. If I am acting on behalf of an Association, a Corporation, an Organization, a Company, I, hereby declare that I have been given the full and irrevocable authority by that Association, Corporation, Organization, Company to sign on it behalf this **"absolute, total irrevocable Waiver"**.

1. I, We agree as a precondition and a condition precedent to my (our) participation in any and/or all of the activities offered or otherwise organized or conducted by "The Company" and or "The Company's Employees" and/or others on the Lands and in the Improvements and/or Chattels owned or leased by "The Company" for payment or not, **to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement, (hereinafter referred to as "This Agreement")**.

2. Without wishing to limit in any aspect the extend of the said activities allowed to be performed on the Lands and in the Improvements and/or Chattels, owned or leased by" The Company", I, We acknowledge that / Trail or Hay Rides, Walking or otherwise crossing the Park amongst free Animals, Wagon/Sleigh/Carriage/Hay Rides involve **INHERENT RIKS** that may cause **SERIOUS INJURY AND POSSIBLY DEATHS TO PARTICIPANTS**.

3. I, We, further recognize that Backcountry Trail, Horse Back Riding, Horse and Wagon/Sleigh/Carriage/Hay Rides and /or Riding Lessons involve additional risks and dangers.

4. I, We, fully understand the risks and dangers associated with my and our Participation in any of these activities (including but not limited to, Backcountry Trail, Trail Ride, Horse Back Riding, Horse and Wagon/Sleigh/Carriage/Hay Rides ,available on the Lands and in the Improvements and/or Chattels, owned or leased by" The Company", or owned or leased by a Contractor hired for a fee or not by" The Company" and I, We accept same **INHERENT RISKS AT MY AND OUR OWN ABSOLUTE RISK**.

5. I, We, hereby waive any and all claims which I or which We may have against "The Company" and "The Company's Employees" and I, **WE RELEASE IRREVOCABLY AS CONDITION PRECEDENT** "The Company" and "The Company's Employees" **FROM ALL LIABILITY FOR INJURY, DEATH, PROPERTY DAMAGE OR ANY LOSS SUSTAINED BY ME OR BY OUR ASSOCIATION, CORPORATION, ORGANIZATION, COMPANY OR ANY OTHER LOSS SUSTAINED BY ME AND/OR BY OUR ASSOCIATION, CORPORATION, ORGANIZATION, COMPANY AS A RESULT OF MY OR OUR PARTICIPATION IN ANY OF THE SAID ACTIVITIES INCLUDING BUT NOT LIMITED TO, HAY RIDE, HORSE BACK RIDING WAGON/SLEIGH/CARRIAGE/HAY RIDES DUE TO ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION WHATSOEVER:**

**NEGLIGENCE ON THE PART OF "THE COMPANY" AND/ OR "THE COMPANY'S EMPLOYEES" AND/OR ANY ORGANIZER OF ANY ACTIVITY (IES) WHATSOEVER.**

6.I, We further agree to indemnify "The Company" and "The Company's Employees" for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I, We may bring against "The Company" and "The Company's Employees"

7.I, We appreciate and understand that this Agreement applies whether "The Company" is at fault or not and it limits

"The Company Employees" to the same extent as it limits the liability of "The Company" even though "The Company's Employees " are not formal parties to this Agreement.

8. I, We understand that "The Company" in securing execution of this Agreement by myself or by myself acting on behalf of my child(ren), our Association, Corporation, Organization, Company, is acting as Agent or Trustee on behalf of or for the benefit of the Company's Employees", who shall to this extent be or deemed to be parties to this Agreement.

**I, We have read and do understand this Agreement. I/We understand that this Agreement contains "A PROMISE" not to sue "The Company" and "The Company's Employees" nor to seek any compensation whatsoever from "The Company" and "The Company's Employees" AND A FULL AND UNCONDITIONAL RELEASE AND INDEMNITY FOR ALL CLAIMS.**

\_\_\_\_\_  
Signature of Individual Participant, Parent, Guardian.      Name of person signing      Date      Witness:

\_\_\_\_\_  
Date:      Date:

Officer (1) Signature      Name: \_\_\_\_\_

Officer (2) Signature      Name: \_\_\_\_\_

Signature of two authorized Officers of the Association, Corporation, Organization, Company  
The persons on behalf of the Association, Corporation, Organization, Company, signing this Agreement declares to be duly and fully authorized to bind said Association, Corporation, Organization, Company to the terms and conditions of this Agreement..