



Activity Participation Agreement

Sponsoring organization: _____

Participant's Name: _____ Date of birth _____

Program: _____

Address: _____

Guardian name(s): _____

Home Phone: _____ Cell Phone: _____ Text Y N

E-mail Address: _____

Emergency Contact: _____

Relationship to Participant: _____

Home Phone: _____ Cell Phone: _____

Current Medications: _____

Known Allergies: _____

Health Conditions: _____

Acknowledgement of Risk and Waiver of Liability

Read this Acknowledgment of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both pages, and then sign and return this form to Pathfinder Farms, Inc. If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I acknowledge that participation in the activity described above involves risk to the participant (and to the participant's parents or guardians, if the participant is a minor), and may result in various types of injury including, but not limited to, the following: sickness, exposure to infectious/communicable disease, bodily injury, death, emotional injury, personal injury, property damage and financial damage.

In consideration for the opportunity to participate in the activity described above (the "activity"), the participant (or parent/guardian if the participant is a minor) acknowledges and accepts the risks of injury associated with participation and transportation to and from the activity. With full knowledge of the facts and circumstances and risks surrounding the activity, I voluntarily agree to participate in such activity. Participant agrees to comply with all rules, conditions and instructions when participating in the activity. The participant (or parent/guardian) has adequate applicable insurance and accepts all personal financial responsibility for any injury or other loss sustained during the activity or during transportation to and from the activity, as well as for any medical treatment rendered to the participant that is authorized by the sponsor or its agents, employees, volunteers, or any other representatives (collectively referred to as the "activity sponsor"). Further, the participant (or parent/guardian) releases and promises it to indemnify, defend and hold harmless the activity sponsor for any injury arising directly or indirectly out of the described activity or transportation to and from the activity, whether such injury arises out of the negligence of the activity sponsor, the participant, or otherwise.

If a dispute over this agreement or any claim for damages arises, the participant (or parent/guardian) agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the participant (or parent/guardian) and the activity sponsor cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution in accordance with the rules of the American Arbitration Association.

I, give permission for Pathfinder Farms to access and retain Emergency Medical information and basic academic information for the participant as stated above. I hereby certify that, with or without accommodation,* I have no health-related reasons or problems that preclude or restrict my participation in the activity. I have consulted my physician and received clearance if I had any concerns about my ability to perform the activity safely.

*If you have a disability requiring an accommodation please contact Pathfinder Farms, Inc. at least one week (7 days) before the date of the activity, if possible, to make suitable arrangements.

I, also consent to my child being transported to/from Pathfinders Farms as well as to any other activities away from the farm as needed during program hours.

I, grant permission for my child's video, audio or photograph to be taken during this activity and the same may be used in any Pathfinder Farms newsletters, website, or other media materials.

To the extent permitted by law, and in consideration for being allowed to participate in the activity, I hereby save, hold harmless, covenant not to sue, discharge and release the activity sponsor from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the activity, whether caused by the activity sponsor or otherwise. It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the activity sponsor from any claim by the aforementioned parties arising out of the activity. I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be as broad and inclusive as permitted by law. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect to the extent permissible by law.

NAME OF CONTACT PERSON IN CASE OF EMERGENCY:

Name: _____

Complete Address: (street/city/state/zip) _____

Phone: (home/work/cell) _____

SIGNATURES:

In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

DATE _____ PARTICIPANT SIGNATURE _____

Participants who are not 18 years of age or older must sign above and also must obtain the signature of a parent or legal guardian below

I certify that I am the parent or legal guardian of the above-named participant in the activity. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above Acknowledgement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the activity, and I hereby give my consent to participation by my dependent in the activity, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the activity sponsor from and against all claims, demands or suits that my dependent has or may have.

DATE _____ PARENT/GUARDIAN SIGNATURE _____

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