

General Release and Waiver Agreement

Hendo Care Farm

WHEREAS, Hendo Care Farm (hereinafter "HCF") is a S-Corporation organized and existing pursuant to the laws of the state of North Carolina. WHEREAS, HCF organizes and administers programs in which individuals, both minor children and adults (each a "Participant"), visit and/or participate in activities at HCF, which may also include interaction with horses and other livestock (collectively, the "Programs"). WHEREAS, the Programs are administered utilizing the assistance of other individuals, in either an owner, manager, volunteer, employee, or independent contractor capacity (collectively "Staff"). NOW, THEREFORE, in consideration for participation in the Programs of HCF in any capacity, including but not limited to as a Visitor, Participant, Volunteer, Tenant, or Staff, or as Parent or Legal Guardian of a Participant or Staff, without respect to location, the undersigned, for himself, herself, or on behalf of a Participant or Staff for which undersigned is legal guardian or parent, (hereinafter "Signer") and any personal representatives, heirs, and next of kin hereby acknowledges, agrees, and represents that he or she hereby agrees to the terms and conditions of this General Release and Waiver Agreement ("Agreement"), as follow:

1. **Release.** Signer hereby releases, waives, discharges and covenants not to sue HCF, Partners, and any directors, officers, owners, managers, members, shareholders, employees, agents, volunteers, or Staff of the same (hereinafter collectively the "Released Parties") from all liability to Signer or Participant, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of Participant or Staff, whether caused by the negligence of the Released Parties or otherwise, while Participant or Staff is participating in any program affiliated with HCF, without respect to location.
2. **Indemnification and Hold Harmless.** Signer hereby agrees to indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost they may incur due to the presence of Participant or Staff in, upon, or about HCF or Partner premises or in any way observing or using any HCF or Partner facilities or equipment or participating in any program affiliated with HCF, whether caused by the negligence of the Released Parties or otherwise.
3. **Assumption of Risk.** Signer hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to negligence of Released Parties or otherwise while in, about, or upon HCF or Partner premises and/or while using the HCF or Partner premises or facilities or equipment thereon, or participating in any program affiliated with HCF.
4. **Severability.** Signer further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. **Permission to Participate.** Signer acknowledges that there are inherent risks to visiting the farm or participating in the Programs sponsored by HCF, including, but not limited to interacting with livestock, presence in nature, as well as risks in communal interaction in close proximity to other Participants, including the spread of communicable disease that could result in accidental and possibly serious injury. If Signer is guardian of a Participant or Staff, Signer will be notified immediately if a medical or health problem or injury of Participant or Staff is deemed serious at an HCF Program. Furthermore, engagement in these activities requires Participant or Staff to be in good physical condition, and Signer agrees that he or she (or Participant or Staff) is in good physical condition at the time of being at the farm and/or enrollment and participation in HCF activities and the Program.

6. **Communicable Diseases.** In light of the rapid development and spread of the novel virus COVID-19 and the resulting pandemic, Signer understands and agrees that, as additional consideration for Participant or Staff to participate in any HCF program on the property of HCF or any Partner, it is necessary for HCF or such Partner to take reasonable and unanticipated additional steps to protect the safety of all participants in the program. Signer understands and acknowledges that naturally occurring disease processes (including, but not limited to, the currently widespread novel virus COVID-19) can occur in all environments in which HCF's activities (including but not limited to the Program) take place. Signer acknowledges that, while a HCF or a Partner may take reasonable measures to avoid contact, transmittal, and exposure of the virus between individuals (including between Program participants, Staff, and third parties), that it is ultimately Signer's responsibility to ensure that Signer (and Participant and Staff, if applicable) take appropriate actions to safe-guard Participant and Staff. Signer understands and agrees that, by participating and/or by allowing Participant, Staff, or himself/herself to participate in an HCF program, Signer is accepting and assuming all risk that Participant or Staff may be exposed and become ill as a result of a communicable disease (including but not limited to novel virus COVID-19) and that it is an inherent risk of attending HCF programs. Signer, on behalf of himself, herself, Participant, Staff, and all respective heirs, successors, and assigns, hereby voluntarily releases, forever discharges, and covenants not to sue Released Parties for any claims that may arise out of or relate in any way to Participant's or Staff's exposure to any communicable disease (including but not limited to novel virus COVID-19), which include, but are not limited to, claims of negligence against any of the Released Parties. Finally, Signer further agrees that, in the event HCF believes that Participant or Staff may have been exposed to COVID-19 or any other communicable disease, HCF may, in its sole discretion, require Participant or Staff be separated and quarantined from the HCF program community. Signer hereby authorizes and permits HCF to seek and take any and all reasonable steps, including medical intervention, in the event of Participant's or Staff's exposure. If Participant or Staff is a minor child or ward, Signer shall be contacted should such action be deemed necessary.
7. **Applicability.** By signature hereto, Signer represents and warrants that he or she has the legal authority to sign this Agreement on behalf of himself/herself or on behalf of a minor person for whom Signer is legal guardian. The terms and conditions of this Agreement, including the authorizations, releases, waivers, and indemnification, shall apply at all times that Participant or Staff is participating in any HCF program, regardless of location or Partner. Should the legal authority of Signer change, such that Signer's authority to sign on behalf of Participant or Staff is no longer valid, or should a minor Participant or Staff reach the age of majority, it shall be the sole responsibility of Signer, Participant, Staff, or substitute guardian or parent to contact HCF to amend the signatures on this Agreement. Any Agreement which is legally authorized at the time of signing shall apply with regard to any Participant or Staff until and unless it is amended or terminated.
8. **Photo/Audio/Visual Release.** I hereby grant Hendo Care Farm and all rights and consent to copyright, use, re-use, publish or re-publish, copy, exhibit or distribute all photographs and/or video of myself, family, guests, or child to be used for their website and any educational, training or promotional electronic or printed material without restriction as to frequency or duration of usage and without compensation, unless I otherwise inform HCF in writing at hendocarefarm@gmail.com.
9. BY SIGNING THIS AGREEMENT ON BEHALF OF A MINOR CHILD OR WARD, SIGNER UNDERSTANDS THAT HE OR SHE IS BINDING BOTH HIMSELF OR HERSELF AND THE MINOR CHILD OR WARD AS SET OUT ABOVE, AND THAT THIS AGREEMENT IS FULLY INTEGRATED AND SUPERSEDES ANY ORAL OR WRITTEN EXPRESSIONS BETWEEN SIGNER AND HCF WITH REGARD TO PARTICIPATION IN HCF PROGRAMS.

BY SIGNING BELOW, SIGNER AVERS THAT HE OR SHE HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND VOLUNTARILY SIGNS THIS AGREEMENT. SIGNER UNDERSTANDS THAT THIS AGREEMENT IS A BINDING LEGAL DOCUMENT AND THAT IT WAIVES CERTAIN LEGAL RIGHTS ON BEHALF OF SIGNER AND/OR SIGNER'S MINOR CHILD OR WARD. SIGNER FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THIS AGREEMENT HAVE BEEN MADE.

Kids under 18 years of age:

1. Printed Name _____

Age of child _____

Relationship to signer _____

2. Printed Name _____

Age of child _____

Relationship to signer _____

SIGNER (over 18 years of age):

Signature _____

Printed Name _____

Signing Date _____

Email _____