

For the health and safety of our animals and the general public, please notify us if any person or child in your group has visited any other animal facility or has traveled outside of the U.S. within the previous two-week period prior to your visit. We appreciate your co-operation.

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO IT'S TERMS. BY SIGNING THIS AGREEMENT, YOU (AND/OR YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE FARM, IT'S OWNERS, EMPLOYEES AND AGENTS, THE OWNING CORPORATION, OR THE ANIMALS ("THE RELEASEES").

I, _____ on behalf of myself (and/or my minor
(Name)
child _____), reside at _____
(Child's name(s) (Street address)
in _____,
(City) (State) (Zip)

In consideration for allowing me (and/or my minor child) to handle, pet or ride a horse or other animal or bird, cart or wagon type vehicle and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or other animal or bird may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, peck, break skin, push or shove a person;; saddles or bridles may loosen or break or become entangled — all of which may cause the rider or person to fall or be jolted, resulting in serious injury or death.
2. **ACKNOWLEDGE THAT HORSEBACK RIDING, RIDING IN OR ON CARTS, BUGGIES, WAGONS OR OTHER CONVEYANCES AND PETTING OR BEING AROUND ANIMALS or BIRDS IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses and other animals or birds, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the handling, petting or riding of a horse, other animal or bird, and the use of saddles, bridles, carts, wagons, or other equipment and gear provided to me by the Releasees.
4. Release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of riding, petting or handling a horse, other animal or bird, or the use of saddles, bridles, carts, wagons or other equipment or gear provided by the Releasees.
5. Release the Releasees from any claim that such Releasees were negligent in connection with my or my child's riding, petting or handling a horse, other animal or bird, including but not limited to training or selecting animals, maintenance, care, fit or adjusting of saddles, bridles or other gear, instruction on riding skills, handling or petting, leading and supervising riders, which resulted in any loss, damage, injury or both.
6. Indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling, petting or riding a horse, other animals or birds, and/or use of saddles, bridles, carts, wagons, or other equipment or gear provided therewith resulting from or contributed to by my own negligence.
7. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of South Dakota and is intended to be as broad and inclusive as is permitted by South Dakota law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releasees in defending such an action.
9. **IT IS RECOMMENDED THAT I, MY CHILD AND/OR ALL HORSEBACK OR PONY RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A**

PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.

I (and for my child) decline to wear a helmet (please initial here): _____

- 10. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE THE CORPORATION, THE FARM, IT'S OWNERS, EMPLOYEES AND AGENTS, FOR ALL CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE AND WAIVER AS A CONDITION TO RELEASEES ALLOWING ME, OR MY CHILD TO RIDE, PET OR HANDLE ANY ANIMAL OR BIRD UNDER THE RELEASEES CARE OR CONTROL. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF PARTICIPATING IN THESE SUCH ACTIVITIES AND EXPERIENCES.

DATE SIGNATURE
Acknowledgement of Risk Acceptance of Responsibility, Release of Liability

PLEASE SIGN, DATE AND RETURN BOTH FORMS PRIOR TO PARTICIPATION.

I, _____ of _____
(Parent/Guardian Name) (Street Address)
(City) (State) (Zip Code)
hereby give my permission for my minor child _____
(Child's name)
to participate in the service offerings, activities and events offered by KGE Farms, Inc., dba
GRANDMA'S FARM, on _____
(Date)
I have read, signed, understand and agree with all statements on the Release and Waiver of
Liability, Assumption of Risk, and Indemnity Agreement dated _____
(Date form signed).
(Date) (Parent/Guardian signature)
Emergency Telephone Number Alternate Telephone Number
This form must be in the possession of Grandma's Farm prior to children participating in
the activities and events provided.