

## TWISTED A FARM, LLC

### Petting Zoo Contract & Waiver

Twisted A Farm, LLC Petting Zoo provides an opportunity for education and fun with farm animals on a small at home scale. We bring the farm friends to you! Participants will have supervised direct contact with some or all of the following farm animals previously agreed upon: Horse, Sheep, Goat, Rabbit, Chicken, Duck, Turkey, Pig.

**Your event details:**

Date \_\_\_\_\_

Time \_\_\_\_\_ (to include 30 minutes of setup and breakdown before and after)

Event Location \_\_\_\_\_

Animals Requested \_\_\_\_\_

Twisted A Farm, LLC will supply pop-up tent/s, fencing (if needed), hand sanitizer, animal feed, animals and staff for the event.

Additional requests \_\_\_\_\_

**Waiver:**

This contract is by and between Twisted A Farm, LLC and \_\_\_\_\_ (furthermore named the "Client"). By signing this contract the Client hereby acknowledges that they have requested the services mentioned above on the date requested above. The Client agrees to pay the rate of \$150 per hour plus \_\_\_\_\_ travel fee on the day of service via cash, Zelle or Venmo.

The Client accepts any risks involved in participation, accept all liability, and will hold harmless Twisted A Farm, LLC for any damages to property or injuries to any person or minor child(ren). This release of liability includes, but is not limited to, damages or injuries incurred during petting, feeding, or grooming animals.

The Client accepts and acknowledges that a copy of the Release of Liability, attached below, will be provided by Twisted A Farm, LLC on the date of the event and that all parents must sign prior to their child(ren) entering the petting zoo or interacting with the animals.

The Client agrees to abide by the precautions and safety instructions put into place by Twisted A Farm, LLC. The Client further understand that animal behavior can be unpredictable, and that interacting with animals carries certain inherent risks, not limited to:

Being bitten, trod upon, head-butted, dragged, or otherwise injured during direct contact with Horse, Sheep, Goat, Rabbits, Chicken, Duck, Turkey, Pig. Injuries can include, but are not limited to: eye injury, bruising, sprains, bone breakage, etc. Bumping into, colliding, or otherwise making contact with farm equipment, objects, or persons in a manner that results in physical injury. Certain animal-borne pathogens, including but not limited to: E. coli, Cryptosporidium, and Salmonella.

Twisted A Farm, LLC agrees to mitigate the risk of damages or injury by enforcing the following safety rules and asks the client to do the same.

**Participants should:**

Empty pockets of all food items.

Food, drinks, and gum are not allowed in or near the petting area.

Wear closed-toed shoes at all times.

Do not tease, poke at, or otherwise annoy the animals. If animals are behind fencing, do not stick fingers through or reach for animals without permission of petting zoo staff. Never put fingers in or near an animal's mouth, and follow staff instructions for feeding.

Respect safety barriers and follow all signage.

Listen to staff's rules and safety recommendations when holding, petting or otherwise interacting with animals.

Wash hands thoroughly and/or sanitize hands after petting animals. After touching animals, do not touch your face until hands are sanitized.

By signing below, I agree to waive liability for damages or injuries.

I, \_\_\_\_\_, fully understand and agree to the above terms.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

Growing the Future of Agriculture

**(Sample Participant Release of Liability)**

I, (parent of minor child) HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Twisted A Farm, LLC and its owners, operators, agents, volunteers, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or Child ever had or may have arising from or in any way related to my/child's participation in any events or activities conducted by, on the premises of, or for the benefit of, Twisted A Farm, LLC.

I understand that the activities that I/children will participate in and that I/children will see are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property. I/children will be in direct contact with animals that include but are not limited to: Horse, Sheep, Goat, Rabbits, Chicken, Duck, Turkey, Pig, etc., among other animals that may not be listed.

I understand that, as with most animals, they may react in an unpredictable way to sounds, sudden movements, people, or other animals that could result in injuries to people. On behalf of myself, said children, my heirs, assigns and next of kin, I/children waive all claims for damages, injuries and death sustained to me/children or property, that I/children may have against the aforementioned released party to such activity.

By this release of liability, I/children, assume any risk, and take full responsibility and waive any claims of personal injury or death or damage to personal property with Twisted A Farm, LLC, including but not limited to entering the Petting Zoo, observing or interacting with the animals, using the equipment in any manner, form or fashion, and practicing and/or engaging in other related activities including the initiating of prohibited contact with the animals on and off the premises. It is a condition of entry that visitors observe all verbal and visual warnings.

This release of liability contains the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this release of liability. The provisions of the release of liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this release of liability will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Twisted A Farm, LLC, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this RELEASE OF LIABILITY.

I understand and confirm that by signing this RELEASE OF LIABILITY that I/children have given up considerable future legal rights. I have signed this agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional RELEASE OF LIABILITY of all liability to the full extent of the law. I am 18 years of age or older, and/or legal guardian of children, and mentally competent to enter into this waiver.

I authorize Twisted a Farm, LLC, to publish photographs taken of myself and/or the minor child or children listed below, and our names and likenesses, for use in Twisted A Farm, LLC's print, online and

video-based marketing materials, as well as other Company publications. I acknowledge that participation is voluntary and that neither I, the minor child, nor minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other publications. I hereby release Twisted A Farm, LLC, its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below. I understand that this agreement contains a promise not to sue Twisted A Farm, LLC or their employees.

Date: \_\_\_\_\_

Address of Party/Event: \_\_\_\_\_

**Printed Name of Parent/Guardian:** \_\_\_\_\_

**Printed Name(s) of Child(ren):** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Printed Name of Parent/Guardian:** \_\_\_\_\_

**Printed Name(s) of Child(ren):** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Printed Name of Parent/Guardian:** \_\_\_\_\_

**Printed Name(s) of Child(ren):** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Printed Name of Parent/Guardian:** \_\_\_\_\_

**Printed Name(s) of Child(ren):** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Printed Name of Parent/Guardian:** \_\_\_\_\_

**Printed Name(s) of Child(ren):** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_