

TOMTEN FARM & SANCTUARY

P. O. BOX 85 (929 Court St.)
HAVERHILL, NEW HAMPSHIRE 03765
(617)331-8435

LIABILITY RELEASE & WAIVER FORM

Whether you are a visitor to, employee of, or volunteer at Tomten Farm & Sanctuary, you'll need to agree to some things and sign this form before you can take part in the activities. Once you sign it, this release will continue in effect each time you visit or volunteer. Thank you.

ATTENTION! Under New Hampshire law, a participant in equine activities assumes the risk of any injury, harm, damage, or death and any legal responsibility that may occur to participant resulting from the inherent risks associated with equine activities. Pursuant to R.S.A. 508:19, equine professionals are not liable for damages resulting from the inherent risks of equine activities.

I am 18 years of age or older. I accept full responsibility for my dependent children and/or my own animals and shall keep my children under my own supervision at all times.

I agree to cooperate with any conditions placed by Jenifer Vickery and /or Tomten Farm & Sanctuary on my activity as a visitor, volunteer or employee including but not limited to fire safety, alcoholic beverages and environmental protection. I understand that for the protection of the animals, volunteers, employees and property, Tomten Farm & Sanctuary is a Tobacco-Free and Zero Tolerance Drug Free Property.

I agree to abide by all rules pertaining to the care and handling of any animal(s) under the auspices of Tomten Farm & Sanctuary. I will not attempt to try to handle, pet, groom, pick up, feed or interfere with any animal(s) at any time unless I have the authorization and the previously approved skill level to do so.

I understand that there is an inherent risk that is an integral part of participation in activities at, but not limited to, the property of Tomten Farm & Sanctuary, at off-site demos, clinics and other livestock events. Such inherent risk includes, but is not limited to the following:

- a) the propensity of an animal to behave in ways including, but not limited to biting, butting, scratching, pecking, kicking or spooking, that may result in injury, death, or loss to persons on or around the animal;
- b) the unpredictability of an animal's reaction to sounds, sudden movement, weather-related events, unfamiliar objects, persons, traffic, farm equipment or other animals;

- c) hazards, including, but not limited to, surface or subsurface conditions, fence failure or tack failure;
- d) a collision with another animal, a person or an object;
- e) the potential of an animal activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an animal or failing to act within the ability of the participant.

Acknowledging these inherent risks, I assume all risks of any injury, including, but not limited to, any harm from any animal to me, my children, my animals and my property that may happen as a result of my visit or volunteering at or on behalf of Jenifer Vickery and/or Tomten Farm & Sanctuary whether or not that volunteer or paid work takes me to a location other than the Tomten Farm & Sanctuary property.

I release, remise, discharge and indemnify Jenifer Vickery and/or Tomten Farm & Sanctuary and their respective agents, including any employees, volunteers or directors, from all liability for claims, demands, actions and causes of action for injuries, mental duress, property damage or death sustained by me and/or my dependent children and/or animals while doing anything, volunteer work, paid work or otherwise, at the Tomten Farm & Sanctuary or at any other location for, or on behalf of Jenifer Vickery and/or Tomten Farm & Sanctuary today or at any time in the future.

I understand that Jenifer Vickery and/or Tomten Farm & Sanctuary does not assume any responsibility for or obligations to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

I agree that Jenifer Vickery and/or Tomten Farm & Sanctuary shall have no liability to others for any injury to any other person or property caused by me, including but not limited to automobile accident while using my vehicle as a volunteer or employee, or any injury caused by machinery of any sort.

I understand that any intentional damage I cause to the animals or property of Jenifer Vickery and/or Tomten Farm & Sanctuary or its employees, volunteers or visitors will be cause for legal action against me.

I understand that photos and/or videos may be taken and stories may be written for newsletters, newspapers (electronic or printed) or advertising, in which I and/or my dependents appear and I relinquish all rights thereto to Jenifer Vickery and/or Tomten Farm & Sanctuary to use said material in any way they deem appropriate.

I expressly agree that this Agreement and Release shall be under the laws of the State of New Hampshire and that if any portion of this Release and Indemnity Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that I have carefully read and fully understand the contents and legal ramifications of this Liability Release and Waiver Form and sign it of my own free will.

Date _____

Signature _____

Printed Name _____

Address _____

Telephone () _____ Email _____

_____ Yes, I am Over 18 (if not, parent or guardian must sign).

In Case of Emergency, Notify:

Name _____

Contact Telephone Number () _____

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