



Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of Swaying Sycamore Farm and the use of the property, animals, if any, and facilities, I agree to the following Waiver and Release:

I acknowledge being around farm animals (including llamas, sheep, goats, chickens, ducks, dogs), hiking, being around farm equipment, being on a working farm has dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT WITHOUT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
2. The unpredictable of the animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and subsurface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, travel roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Hiking in the rugged country;
7. Encounters with wildlife, animals, and insects;
8. Temperature extremes;
9. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.
10. Contact with working farm equipment

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with Swaying Sycamore Farm. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have the good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF SWAYING SYCAMORE FARM WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Swaying Sycamore Farm/Matthew, Erin and Megan Fruits, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from the negligence of Swaying Sycamore Farm/Matthew, Erin and Megan Fruits from some other cause. I, for myself, my heirs, my successors, executors, and subrogates further agree not to sue Swaying Sycamore Farm/Matthew, Erin and Megan Fruits as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Llama Public Relations.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Date: _____ (THIS WAIVER IS GOOD FOR 1 YEAR)

Signature: _____

Print Name: _____

Email: _____

If less than eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

In consideration for the above minor being permitted by _____ to participate in the activities of Llama Trekking which include, without limitation, the use of its services, animals or equipment, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Swaying Sycamore Farm, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone behalf of said minor, as a result of said minor's participation in the activities of Llama Public Relations and his or her use of the property, animals, if any, and facilities of Swaying Sycamore Farm. I, for myself and on behalf of said minor, further agree not to sue Swaying Sycamore Farm/Matthew, Erin and Megan Fruits as a result of any injury, paralysis, or death that said minor suffers in connection with his/her participation in the activities of Llama Public Relations.

Date: _____

Signature of Parent, Guardian or Custodian of Minor: _____