

WAIVER AND RELEASE OF LIABILITY



In consideration of the risk of injury while participating by volunteering for or visiting Long Ear Rescue (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity and do hereby release and forever discharge Andrea and Jeff Durham and Ginger Lee Farms located at 3726 Durham Road, Greer, South Carolina 29651, any Long Ear Rescue board member, their affiliates, managers, officers, members, agents, attorneys, staff, volunteers, representatives, successors, predecessors, heirs, and assigns, for any physical or psychological injury including but not limited to illness, paralysis, death, damages, economical or emotional loss that I may suffer as a direct results of my participation in aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in the Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless Andrea and Jeff Durham, Long Ear Rescue and its board members, their affiliates, managers, officers, members, agents, attorneys, staff, volunteers, representatives, successors, predecessors, heirs, and assigns, against any claims, suits, or actions of any kind whatsoever of liability, compensation, damages, or otherwise brought by me or anyone on my behalf including attorney’s fees and any related costs if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Andrea and Jeff Durham and Ginger Lee Farm or Long Ear Rescue incurs any of these types of expenses, I agree to reimburse Andrea and Jeff Durham, Ginger Lee Farms and Long Ear Rescue.

I acknowledge that Andrea and Jeff Durham and Ginger Lee Farm and Long Ear Rescue and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures of acts of any party or entity conducting a specific activity or event on behalf of Andrea and Jeff Durham, Ginger Lee Farm and Long Ear Rescue.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, spectators, volunteers, event monitors, officers, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Andrea and Jeff Durham, Ginger Lee Farm and Long Ear Rescue and all of its board members, affiliates, members, managers, officers, agents, staff, attorneys, volunteers, representatives, heirs, predecessors, successors and assigns from any and all claims or causes of action, and I agree to voluntarily give up or waive any right that otherwise have to bring a legal action against Andrew and Jeff Durham, Ginger Lee Farm, and Long Ear Rescue for personal injury or property damage.

To the extent that the statute or case law does not prohibit releases for negligence, this release is also for negligence on any part of Andrea and Jeff Durham, Ginger Lee Farm and Long Ear Rescue, its agents, board members, and volunteers.

In the event I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facility occurs as a result of my or my family's willful actions, negligence or recklessness, I acknowledge and agree to be held liable for any and all costs associated with recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Andrea and Jeff Durham, Ginger Lee Farm and Long Ear Rescue agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but

that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Relationship	Contact Telephone Number
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_____	_____	_____
_____	_____	_____
_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name (printed): _____ Check if Minor

Participant's Address: _____

Participant's Phone Number: _____

Signature: _____ Date: _____

Name of Guardian (if minor) (printed): _____

Relationship of Guardian (if minor): _____

Signature of Guardian (if minor): _____ Date: _____