



Participant Name #1: \_\_\_\_\_ Participant Name #2: \_\_\_\_\_

Children's name and ages: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**RELEASE, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE**

In consideration of being allowed to participate in indoor and outdoor activities at any time on the Winvian grounds or surrounding nature areas ("the Property"), I, the undersigned, and my heirs, successors and assigns (collectively the "Releasing Parties"), hereby **release, indemnify and forever discharge and covenant not to sue** Winvian Farm LLC, its respective affiliates, owners, directors, officers, agents or employees and their respective successors and assigns ("Company party") of and from any and all causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, all consequential damages and attorneys' fees (regardless of whether pursuant to the laws of any county, state or country) on account of, or in any way growing out of, any and all known and unknown injuries, death and property damage arising, relating or resulting directly or indirectly from the Activities at any time, regardless of the cause and without regard to negligent conditions on or related to the Property or negligence (including without limitation gross negligence) on behalf of any Company party (including all injuries, deaths, paralysis and conditions of health, whether or not immediately apparent following the Activities, or which may at any time thereafter develop collectively, "Liabilities").

I acknowledge and understand that (1) I am participating in all activities voluntarily, (2) all activities carry potential risk of injury, (3) by signing this Release and Indemnity Agreement and Covenant Not to Sue, **I am specifically releasing, agreeing to indemnify, forever discharge and covenanting not to sue any and all Company party from all liabilities** which includes claims brought by me or any Releasing Parties regardless of the legal theory involved in such claims and including but not limited to negligent conditions on or related to the Property or negligence (including without limitation gross negligence) on behalf of any Company party. I HEREBY PERSONALLY ASSUME ALL RISKS IN CONNECTION WITH ALL ACTIVITIES.

I expressly agree that this Release, Indemnity and Covenant Not to Sue is intended to be as broad and inclusive a release of liability as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I hereby warrant and represent that I have carefully read this agreement and agree to its terms and conditions, that before signing this agreement I had the chance to ask questions; and I AM AWARE THAT BY SIGNING THIS RELEASE AND INDEMNITY AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I OR ANY OTHER RELEASING PARTY MAY HAVE OR POSSESS AGAINST ANY COMPANY PARTY.

IN WITNESS WHEREOF, this agreement is executed as a specialty document on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness Signature: \_\_\_\_\_ Releasing Party Signature \_\_\_\_\_  
**(if child under 18 years of age parent or legal guardian must sign on behalf of the child)**

Print Witness Name: \_\_\_\_\_ Print Releasing Party Name: \_\_\_\_\_