

WINVIAN FARM



LITCHFIELD HILLS
CONNECTICUT

Guest #1: _____ Guest #2: _____

Children's Name and Age(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

COVID-19 RELEASE/WAIVER OF LIABILITY, INDEMNIFICATION, NOTICE OF INHERENT RISKS, AND ASSUMPTION OF LIABILITY

1. I agree that I am personally responsible for my safety and actions while present at Winvian Farm, LLC ("Winvian"). I agree to comply with all Winvian policies and rules, including but not limited to all Winvian policies, guidelines, signage, and instructions.

2. I acknowledge and represent that I will comply with all state, local, and national guidelines and rules including but not limited to engaging in social distancing and wearing a mask.

3. **BECAUSE WINVIAN IS OPEN FOR USE BY OTHER INDIVIDUALS, I RECOGNIZE THAT I AM AT INHERENT HIGHER RISK OF EXPOSURE TO AND CONTRACTING THE COVID-19 VIRUS AND ITS VARIANTS. I ACCEPT THESE RISKS.** Specifically relating to the global COVID-19 pandemic, Guest acknowledges the contagious nature of the COVID-19 virus and its variants and voluntarily assumes the risk of exposure to or infection, and that such exposure or infection may result in personal injury, illness, permanent disability and death. Guest understands that the risk of becoming exposed to or infected by the COVID-19 virus and its variants may result from the actions, omissions or negligence of others or their families, colleagues, or others with whom they may have contact.

4. Guest assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind, that Guest may experience or incur in connection with attending the event.

5. **WITH FULL AWARENESS AND APPRECIATION OF THE RISKS INVOLVED, I, FOR MYSELF AND ON BEHALF OF MY FAMILY, SPOUSE, ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND PERSONAL REPRESENTATIVES, HEREBY FOREVER WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE OFFICERS, AGENTS, SERVANTS, INDEPENDENT CONTRACTORS, AFFILIATES, EMPLOYEES, SUCCESSORS, AND ASSIGNS OF WINVIAN (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME RELATED TO COVID-19 WHETHER CAUSED BY THE NEGLIGENCE OF WINVIAN, ANY THIRD-PARTY, OR OTHERWISE, WHILE PRESENT, ON, OR AROUND WINVIAN FACILITIES UNLESS SUCH LIABILITY ARISES OUT OF THE SOLE NEGLIGENCE OF WILFUL MISCONDUCT OF WINVIAN. ACCORDINGLY, GUEST UNDERSTANDS AND AGREES THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF WINVIAN, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE EVENT. IN ADDITION TO ALL OTHER RULES AND REGULATIONS RELATING TO THE GUEST'S ATTENDANCE AT THE EVENT, THE GUEST AGREES TO COMPLY WITH ALL COVID-RELATED PROCEDURES THAT MAY BE**

Initial _____

155 Alain White Road, Morris Connecticut 06763

(860) 567-9600 | www.winvian.com | info@winvian.com

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IMPLEMENTED BY WINVIAN IN ORDER TO PROTECT AS MUCH AS POSSIBLE THE HEALTH AND SAFETY OF ALL GUESTS.

6. By signing below I acknowledge and represent that I have read the foregoing **Release/Waiver of Liability, Indemnification and Notice of Inherent Risks and Assumption of Liability**, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability requirements contained in this document; I am sufficiently informed about the risks involved in using the to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this foregoing **Release/Waiver of Liability, Indemnification and Notice of Inherent Risks and Assumption of Liability** shall be governed by and construed in accordance with Connecticut law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Release/Wavier of Liability as a whole.

IT IS RECOMMENDED THAT ALL REGISTRANTS OBTAIN PANDEMIC/COVID-19 TRAVEL AND HEALTH INSURANCE.

I expressly agree that this **Release/Waiver of Liability, Indemnification and Notice of Inherent Risks and Assumption of Liability** 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/WAIVER OF LIABILITY, INDEMNIFICATION AND NOTICE OF INHERENT RISKS AND ASSUMPTION OF LIABILITY**, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I OR ANY OTHER RELEASING PARTY MAY HAVE OR POSSESS AGAINST ANY PARTY.

If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. This release shall be binding upon the Guest's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

IN WITNESS WHEREOF, this agreement is executed as a document on this _____ Day of _____, 2022

Witness Signature: _____ Releasing Party Signature: _____

Print Witness Name: _____ Print Releasing Party Name: _____

Initial _____

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