

WINVIAN FARM



LITCHFIELD HILLS
CONNECTICUT

Participant Name #1: _____ Participant Name #2: _____

Children's Name and Age(s): _____

Address: _____

City: _____ State: _____ Zip: _____ Date of Birth: _____

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.

COVID-19 WAIVER OF LIABILITY, 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. I agree to comply with all Winvian Farm, LLC 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 Farm, LLC 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. I accept these risks.

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4. 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 release, waive, discharge, and covenant not to sue the officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (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 the Released Parties**, any third-party using the Winvian, or otherwise, while participating in any activity while in, on, or around the Winvian and/or while using any Winvian facilities.

5. By signing below I acknowledge and represent that I have read the foregoing **Waiver of Liability 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 **Waiver of Liability 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 Wavier of Liability as a whole.

IN WITNESS WHEREOF, this agreement is executed as a specialty document on this _____, Day of _____, 2023

Witness Signature: _____

Releasing Part 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: _____