

**Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Participant agrees that in the event that any clause or provision of this Release shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

**Voluntary Execution:** The undersigned have Participant has read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned full understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

**The Annual Membership Participant** desires to participate in various activities and events held at and by the Corporation and understands that the activities may include risks of injury or death.

\* This **Annual Membership** release form is valid from \_\_\_\_\_ to \_\_\_\_\_.

**Member for the Day** dated: \_\_\_\_\_.

_____ Name of Participant or Guardian	_____ Phone Number
_____ Signature of Participant or Guardian	_____ Email Address
_____ Address	_____ City/State/Zip
_____ Name of Participant or Guardian	_____ Phone Number
_____ Signature of Participant or Guardian	_____ Email Address
_____ Address	_____ City/State/Zip

**If a Participant is Under the Age of 18 please write name of child:**

_____ Name of Participant	_____ Name of Participant
_____ Name of Participant	_____ Name of Participant



ADULTS:  
KIDS:  
INFANTS:  
SENIORS:  
HOW DID YOU HEAR ABOUT US?

## General Release and Waiver of Liability

This General Release and Waiver of Liability is entered into between the undersigned and each child designated by the undersigned, for whom the undersigned states that the undersigned is responsible and retains the authority to act ("Participant") and Children's Nature Retreat Foundation ("Children's Nature Retreat" or "Corporation").

The Participant does hereby freely, voluntarily, and without duress execute this release under the following terms:

**Release and Waiver.** Participant does hereby release and forever discharge and hold harmless Children's Nature Retreat Foundation and its officers, directors, agents, employees, successors and assigns from any and all liability, claims, and demands of whatever kind and nature, either in law or in equity, which arise or may hereafter arise from Participant's activities with and at Children's Nature Retreat Foundation. Participant understands that this Release discharges the Corporation from any liability or claim that the Participant may have against the Corporation with respect to all damages including, but not limited to, any bodily injury, personal injury, illness, death, or property damage, that may result from Participant's activities with or at Children's Nature Retreat Foundation, whether caused by the negligence of the Corporation or its officers, directors, employees, or agents or otherwise. Participant also understands that Children's Nature Retreat Foundation does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** In the event of injury or illness while on Children's Nature Retreat Foundation premises or participating in the activities conducted thereon, the undersigned hereby consents to medical treatment on behalf of the Participant as deemed necessary. The undersigned hereby authorizes Children's Nature Retreat Foundation and its officers, employees and agents, into whose care the Participant has been entrusted, to consent to the advice of trained emergency personnel. The undersigned understands and agrees that the Participant shall be responsible for obtaining her or her own health insurance coverage and that the Participant will be responsible for any medical expenses arising out of any injury or claim arising out of participation in any activity on or at the Corporation's premises.

**Assumption of the Risk.** The Participant understands that the activities may include motor vehicle accidents, injury from falls, drowning, exposure to inclement weather, exposure to cold water, injury from animal or insect bites, cuts and abrasions from normally occurring elements, and other risks that may not be foreseeable. Participant hereby expressly and specifically assumes the risk of injury or harm in the activities and release San Diego Animal Sanctuary & Farm from all liability for injury, illness, death, or property damage resulting from the activities.

**Indemnification and Hold Harmless:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Corporation from any and all claims, actions, suits, procedures, costs, expenses, damages and other liabilities including, but not limited to, attorney's fees and costs, arising from, or in any way related to, Participant's participation in the activities conducted on or at the Corporation's premises, whether asserted by the undersigned, the participant, or another person.

**Photographic Release.** Participant does hereby grant and convey unto Children's Nature Retreat Foundation all right, title, and interest in any and all photographic images and video or audio recordings made by the Corporation during the Participant's engagement with the Corporation, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.



## Staying Safe Around Animals

*Be Respectful. Be Kind. Be Calm. Be Gentle.*

### Constant adult supervision required for young kids around animals.

- Feed the animals by hand. **DO NOT THROW THE FODDER OR HAY ON THE GROUND.**
- Always watch your hands when feeding or petting an animal.
- Speak quietly, avoid making loud noises and don't make sudden movements while petting an animal.
- Avoid teasing the animals with food.
- **Pay attention to the animal's behavior.** If the animal is acting excited or unhappy, leave the animal alone.
- Always be mindful of your surroundings.

### ALWAYS WASH YOUR HANDS AFTER PETTING THE ANIMALS

### GENERAL RULES

- This is a **SMOKE FREE** facility. Fire risk is real and high in the area.
- **NO RUNNING** along the fence lines with the animals.
- **NO HANDS, ARMS THROUGH THE FENCES** – You could get bit or injured.
- **NO** climbing on tractor.
- **NO** refilling buckets from the Hay Cart. Animals eat different hay, health issues.
- **NO** feeding animals hay that is from the ground. This could make them sick.
- **NO LEANING AGAINST THE FENCES** – Animals could kick, causing serious injury.
- **NO CLIMBING FENCES** – For your safety and the safety of the animals.
- **NO LITTERING** – Please leave no trash behind and put nothing inside the enclosures.
- **NO SELFIES WITH THE CAMELS** – If you are 6ft or taller. They can bite, take your hat, sunglasses or ponytail.
- **NO FEEDING THE ANIMALS HUMAN FOOD** – This could harm and even kill some of our animals. Only feed the food given at the ticket booth.
- **THE AREA AROUND THE POND IS RESTRICTED TO EMPLOYEES ONLY.**

I have read and understand the rules of the Farm

Signature: \_\_\_\_\_

Date: \_\_\_\_\_