

WAIVER OF LIABILITY

The Berry Farms Agri-Education

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the various tours of the agricultural and animal operations, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Agri-Education Enterprise, Berry College, the Board of Trustees of Berry College, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I acknowledge and understand that animal behavior is unpredictable, and that there are risks being in close proximity to them, that exposure to elements, weather conditions, and environmental conditions also entail risks, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily assume all such risks, whether known or unknown, and participate in said activities. I understand that the Agri-Education Enterprise does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. I acknowledge that my picture may be taken, and/or video-recording may be done by Berry staff, during the tour, and hereby grant a non-exclusive, royalty free license for any such pictures or video to be used only for promotional purposes and may be posted on The Berry Farms Agri-Education Enterprise website. I also acknowledge that I may be asked for any pictures or videos I take to be used on The Berry Farms Agri-Education Enterprise website for promotional reasons only. Any such photographs or video recordings taken or obtained by RELEASEES shall become property of RELEASEE.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family, spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Georgia and that any mediation, suit, or other proceeding must be filed or entered into only in Georgia and the federal or state courts of Georgia. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; 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 Agreement for full, adequate and complete consideration fully intending to be bound by same.

Participant Name	Printed Signature	Date
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If the participant is under the age of 18, this form must be signed by a parent or legal guardian.

Name of Parent/Legal Guardian	Signature	Date
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