

## WAIVER AND RELEASE FROM LIABILITY

I, (Adult or Parent/Guardian of Minor Child) HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge PAPPY'S FARM, LLC, L. PAPAGEORGE LLC (dba PAPPYS POCKET CATTLE), and PAPPY'S HOMEPLACE, LLC, Utah limited liability companies ("Pappy's"), and its owners, operators, agents, volunteers, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or Minor Child ever had or may have arising from or in any way related to my/Minor Child's participation in any events or activities conducted by, on the premises of, or for the benefit of, Pappy's.

I understand that the activities that I/Minor Child will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I/Minor Child will be in direct contact with animals that include but are not limited to: cows, goats, dogs, cats, etc., among other animals that may not be listed. I understand that, as with most animals, they may react in an unpredictable way to sounds, sudden movements, people, or other animals that could result in injuries to people. On behalf of myself, said children, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me/Minor Child or property, that I may have against the aforementioned released party to such activity.

By this waiver, I/Minor Child assume any risk and take full responsibility and waive any claims of personal injury or death or damage to personal property with Pappy's, including but not limited to: entering the farms, observing or interacting with the animals, using the equipment in any manner, form or fashion and/or engaging in other related activities including the initiating of prohibited contact with the animals on and off the premises. It is a condition of entry that visitors observe all verbal and visual warnings and that they do not venture into any pasture or open any gate without explicit permission from a representative of Pappy's. I understand that visitors and participants have permission to enter the premises only during their designated or pre-scheduled times, as approved in advanced by Pappy's owners and operators. I understand that Pappy's owners and operators reserve the right to revoke permission at any time. Upon revocation, the visitor must exit the premises immediately.

This WAIVER AND RELEASE contains the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of the WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Pappy's, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE.

Printed Name of Minor Child: \_\_\_\_\_

Printed Name of Adult/Parent/Guardian: \_\_\_\_\_

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

I understand and confirm that by signing this WAIVER AND RELEASE that I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress of threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older, and/or legal guardian of Minor Child, and mentally competent to enter into this waiver.

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*Please Initial one of the following*

\_\_\_\_\_ I Do

\_\_\_\_\_ I Do Not

Authorize Pappy's, to publish photographs taken of myself and/or Minor Child or children listed above, and our names and likenesses, for use in Pappy's print, online and video-based marketing materials, as well as other Pappy's publications. By initialing "I Do", I acknowledge that participation is voluntary and that I/Minor Child will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in Pappy's marketing materials or other publications. I hereby release Pappy's, its contractors, its employees and any third parties involved in the creation or publication of Pappy's publications, from liability for any claims by me or any third party in connection with my/Minor Child's participation. I understand that this agreement contains a promise not to sue Pappy's or their employees.