**Liability Waiver, Release, and Indemnity Agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Day Camper**”) enters into this “LIABILITY WAIVER, RELEASE, AND INDEMNITY AGREEMENT” (this “**Release**”) in favor of Ballyntyne Learning Farm, Inc., an Oregon nonprofit corporation, and its administrators, directors, officers, members, employees, agents, and volunteers (collectively, “**BLF**”).

1.) RELEASE AND WAIVER: For and in consideration of BLF permitting Day Camper to engage in recreational and other activities conducted by BLF, the undersigned parent or guardian of Day Camper (the “**Signer**”) hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to the above-named Day Camper arising as a result of engaging in or receiving instructions related to any and all recreational and/or other activities at BLF, wherever or however the same may occur and for whatever period such recreational and/or other activities (or instructions) may continue.

The Signer, on behalf of Day Camper, hereby voluntarily assumes all risks of loss, damage or injury that may be sustained by the above-named Day-Camper while engaging in recreational and/or other activities at BLF. The undersigned acknowledges that these include, but are not necessarily limited to, nature hikes, craft making, taking water samples and being near a body of water, petting and grooming farm animals, and gardening. The undersigned understands that all these activities have inherent risks that could result in injury or death.

The Signer, on behalf of Day Camper and for himself/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against BLF and/or any of its parent or related organizations or any officers, agents, servants, members or employees of any said organizations, Signer shall indemnify and save harmless such persons and entities from any and all claims or causes of action by whomever or wherever made or presented.

2.) MEDICAL TREATMENT: Signer, on behalf of Day Camper, does hereby release and forever discharge BLF from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered to Signer or Day Camper in connection with BLF.

3.) NO BLF INSURANCE COVERAGE: Signer, on behalf of Day Camper, understands that BLF does not carry health, medical, or disability insurance coverage for Day Camper or Signer.

4.) BROAD INTERPRETATION: Signer, on behalf of Day Camper, expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oregon.

5.) SEVERABILITY: Signer, on behalf of Day Camper, agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

6.) AUTHORIZATION FOR PHOTO OR VIDEO: Signer, on behalf of Day Camper, gives permission for BLF to take photos or video of Day Camper (and Signer, as appropriate) during activities at BLF and consents to have such photos or video used by BLF for BLF publicity purposes.

**Signature and Acceptance**

I am the Parent or Legal Guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Day Camper).

I acknowledge that I have read the foregoing paragraphs and have fully explained them to the Day Camper. On Day Camper’s and my behalf, I enter into this Release. I am fully aware of the legal consequences of signing this Release.

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/ Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Emergency Contact Information**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_