

Important: Each visitor/volunteer must sign the “Release and Waiver Liability” before working with Heritage Belle Farms. Please read this wavier carefully before you sign.

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the “Release”) executed on this ___ day of _____, 20___, by _____ in favor of Heritage Belle Farms, a business organized and existing under the laws of the State of Colorado, USA, its directors, officers, employees, agents, successors and assigns (“Heritage Belle Farms” herein).

The individual desires to volunteer for Heritage Belle Farms and engage in the activities related to being a volunteer (the “Activities”). I, the volunteer hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I, the visitor/volunteer release, forever discharge, indemnify and hold harmless Heritage Belle Farms from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Activities at Heritage Belle Farms. I, the visitor/volunteer understand and acknowledge that this Release discharges Heritage Belle Farms from any liability or claim that I, or my guardians or successors may have against Heritage Belle Farms with respect to bodily injury, personal injury, illness, death, and/or property damage that may result from my Activities with Heritage Belle Farms, whether caused by the negligence of Heritage Belle Farms or otherwise. It is also understood that Heritage Belle Farms 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, illness, death, or property damage.

2. **Insurance.** I, the visitor/volunteer understand that Heritage Belle Farms does not carry or maintain health, medical, disability insurance, or workmen’s compensation coverage for any volunteer or visitor. I expressly waive any such claim for compensation or liability on the part of Heritage Belle Farms in the event of such injury or medical expense.

3. **Medical Treatment.** I, the visitor/volunteer hereby release and forever discharge Heritage Belle Farms from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with my Activities with Heritage Belle Farms.

4. **Assumption of Risk.** I, the visitor/volunteer understand that the time with Heritage Belle Farms may include activities which may be hazardous to me including, but not limited to, branding activities, use of hot or cold branding irons, use of power tools, shearing activities, use of cutting tools, loading and unloading of heavy equipment and materials, climbing ladders and transportation to and from work sites. Also I, the visitor/volunteer recognize and understand that the time with Heritage Belle Farms may, in some situations, involve inherently dangerous activities. These potential dangers are part of and inherent to the activity I am going to engage in and in some instances the activities cannot be made safer. As the volunteer, I hereby expressly assume the risk of injury or harm in these activities and release Heritage Belle Farms from all liability for injury, illness, death, or property damage resulting from these activities. I further assert and agree that I will adhere to all instructions given to me by Heritage Belle Farms.

5. **Photographic and Statement Release.** As the visitor/volunteer, I grant and convey unto Heritage Belle Farms all right, title, and interest in any and all photographic images, video or audio recordings, and statements or writing made by or to Heritage Belle Farms during my Activities with Heritage Belle Farms (the “Materials”), including, but not limited to, any royalties, proceeds, or other benefits derived from such materials. I grant Heritage Belle Farms the unrestricted right and permission to use the Materials for any lawful purpose whatsoever. I waive any right of publicity or privacy I might have with respect to such Materials.

6. **Other.** As the visitor/volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado in the USA, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree 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.

To express my understanding of this Release, I sign here.

Name of Visitor/Volunteer _____ **Date** _____

Signature of Visitor/Volunteer _____

Email Address _____

If volunteer is under 18 years of age (minor), this Release and Waiver of Liability must also be signed by a parent or guardian.

Name of Parent/Guardian _____ **Date** _____

Signature of Parent/Guardian _____