

*Important: Each volunteer must sign the "Release and Waiver Liability" before visiting Happy Herd Farm Sanctuary. Please read this waiver carefully before you sign. By signing this "Release and Waiver Liability" you will waive certain legal rights including the right to sue.*

## **RELEASE AND WAIVER OF LIABILITY FOR HAPPY HERD FARM SANCTUARY SOCIETY**

This Release and Waiver of Liability (the "Release") executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ in favor of HAPPY HERD FARM SANCTUARY SOCIETY, a society organized and existing under the laws of the Province of British Columbia, Canada, its directors, officers, employees, agents, successors and assigns (collectively "Happy Herd") and each of Diane Marsh and Donald Stephen Wiltshire (collectively the "Owners" and together with Happy Herd, the "Releasees"). The undersigned individual (the "Volunteer") desires to visit the land and facilities that comprise Happy Herd Farm Sanctuary located at 1920 269A Street, Langley, BC (the "Facilities") and participate in the activities related to being a volunteer (the "Activities"). In consideration of the Releasees permitting the Volunteer to enter on the Facilities and to participate in the Activities, the Releasor hereby freely and voluntarily, without duress, executes this Release under the following terms:

**1. Waiver and Release.** The Volunteer agrees to release, forever discharge, indemnify and hold harmless the Releasees 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 as a result of the Volunteer coming on or using the Facilities or participating in the Activities, including negligence, breach of contract, and breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act (British Columbia). The Volunteer understands and acknowledges that this Release discharges the Releasees from any liability or claim that the Releasor may have against the Releasees with respect to bodily injury, personal injury, illness, death, and/or property damage that may result from the Releasor coming on or using the Facilities or participating in the Activities, whether caused by the negligence of the Releasees or otherwise. It is also understood that the Releasees do 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.** The Volunteer understands that the Releasees do not carry or maintain health, medical, or disability insurance coverage for any volunteer. The Volunteer expressly waives any such claim for compensation or liability on the part of the Releasees in the event of such injury or medical expense.

**3. Medical Treatment.** The Volunteer hereby releases and forever discharges the Releasees 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 the Activities.

**4. Assumption of Risk.** The Volunteer understands and acknowledges that the Activities may be hazardous to the Releasor including, but not limited to, petting, grooming and/or feeding animals such as, but not limited to, goats, chickens, turkeys, cows, pigs, horses, donkeys, dogs and cats (collectively, the "Animals") use of power tools, use of cutting tools, lifting and carrying, loading and unloading of heavy equipment and materials, building and farming activities. The Volunteer recognizes and understands that the Activities may, in some situations, be inherently dangerous and that these dangers may not be obvious or apparent. The Volunteer is aware that the Animals may act unexpectedly and unpredictably at times and that there may be negligence on the part of other volunteers or visitors to Happy Herd. These potential dangers are part of and inherent to the Activities the Volunteer is going to engage in. The Volunteer hereby expressly assumes the risk of injury or harm in these Activities and releases the Releasees from all liability for injury, illness, death, or property damage resulting from these Activities. The Volunteer further asserts and agrees that he or she will adhere to all instructions given, or rules established, by the Releasees.

**5. Photographic and Statement Release.** The Volunteer grants and conveys unto Happy Herd's all right, title, and interest in any and all photographic images, video or audio recordings, and statements or writing made by or to Happy Herd during the Activities (the "Materials"), including, but not limited to, any royalties, proceeds, or other benefits derived from such materials. The Volunteer grants Happy Herd the unrestricted right and permission to use the Materials for any lawful purpose whatsoever. The Volunteer waives any right of publicity or privacy the Volunteer might have with respect to such Materials.

**6. Other.** The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and that this Release shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

The Volunteer 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. The Volunteer agrees that this Release will be effective and binding upon his or her heirs, next of kin, executors, administrators, assigns and representatives in the event of his or her death or incapacity. In signing this Release, the Volunteer is not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Release.

**7. Covid-19.** In consideration of participation, the volunteer agrees to the following: The volunteer is aware of the existence of risk on their physical appearance to the venue, and their participation to the activities at the Happy Herd that may cause injury or illness such as , but not limited to, Covid-19, that may lead to paralysis or even death. The volunteer agrees that they have not experienced symptoms such as fever, fatigue, difficulty breathing, dry cough, or exhibiting other symptoms of covid-19 or any communicable disease within the last 14 days. volunteer agrees that they have not ( nor any members of their household) been in contact with anyone who has been diagnosed to be infected with Covid-19. **volunteer declares the following:** I am fully and personally responsible for my own safety and actions during my participation at Happy Herd, and I recognize that I may be in any case be at risk of contracting Covid-19. With full knowledge of the risk involved, I hereby release, waive, discharge Happy Herd, its volunteers, staff, contractors, donors, and representatives from any and all liabilities, claims, demands, actions, and causes of action what so ever, directly or indirectly, arising out of or related to an loss , damage, injury, or death that may be sustained by me related to Covid-19 while participating in any activity at the Happy Herd, or while using the facilities that may lead to unintentional exposure or harm due to Covid-19.

I agree to indemnify , defend, and hold harmless The Happy Herd from and against any and all cost, expenses, damages, lawsuits, and/or liabilities and claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to Covid-19 I HAVE READ AND UNDERSTOOD THIS Release prior to signing it, and I am aware that by signing this Release I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators or assigns may have against the Releasees:

Full Name of Volunteer : \_\_\_\_\_

Signature of Volunteer : \_\_\_\_\_

Email : \_\_\_\_\_

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

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

Phone number : \_\_\_\_\_

If volunteer 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 \_\_\_\_\_

**EMERGENCY CONTACT:**

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

Secondary contact:

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