

Life Adventure Center of the Bluegrass & Buckley Wildlife Sanctuary
WAIVER AND RELEASE AGREEMENT

Participant name (print) _____ **Name of group** _____

Birth Date: _____ (Must be prior to _____, _____)

In consideration my participation in, or my continuing to participate in, the activities and programs of Life Adventure Center of the Bluegrass, and to use its facilities, and/or in consideration for any of my children or minors over whom I have legal guardianship (my "Authorized Minor"), I hereby acknowledge and agree as follows:

I understand that participation in programs offered by Life Adventure Center of the Bluegrass ("LACB"), whether by me or an Authorized Minor or both, is purely voluntary. I recognize that the program is designed to use experiential, engaging, teaching techniques. At all times, I will choose my level of participation in any activity although I agree not to choose a level that might pose a heightened risk of harm to me (or my Authorized Minor) or to others based on my (or my Authorized Minor's) medical or physical condition. Further, I agree that I (and my Authorized Minor) must comply with the requests, directions, and instructions of LACB and of the individuals offering the programs and that my (or my Authorized Minor's) failure to do so may result in my (or his or hers) removal from the program. I agree to conduct myself responsibly and safely, to avoid causing risk of harm to myself or to others and that I will use and wear the appropriate safety equipment. If I am executing this Waiver and Release on behalf of an Authorized Minor, I agree to instruct him or her to abide by the foregoing sentence.

I recognize that my (or my Authorized Minor's) participation in Life Adventure Center of the Bluegrass programs is not without some risk of bodily injury or similar harm. I accept those risks, on behalf of myself and my Authorized Minor, with full knowledge of the dangers involved (including but not limited to: increased heart rate, blood pressure, strained or sprained muscles, fractured bones, partial or complete paralysis, heart attacks, psychological injury, death, or any other possibility of injury), and hereby certify that I know of no physical or medical condition that might increase risk of illness or injury, to myself or to others (including my Authorized Minor), as a result of my (or my Authorized Minor's) participation in Life Adventure Center of the Bluegrass programs. I also agree that, after the date I sign this, if a change in my physical or medical condition (or that of my Authorized Minor) arises that might increase my risk of illness or injury, to me or to others, I will not participate in LACB programs without providing a written approval/consent of a licensed physician in such form as LACB may require.

I understand that under Kentucky Law (KRS 247.4027), a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that one voluntarily accepts if one participates in farm animal activities. A "farm animal activity" is defined as: (a) shows, fairs, exhibits, competitions, performances, or parades that involve farm animals; (b) training or teaching activities, or both, involving farm animals; (c) boarding farm animals, including normal daily care; (d) rides, trips, shows, clinics, demonstrations, sales, hunts, parades, games, exhibitions, or other activities of any type, however informal or impromptu, that are sponsored by a farm animal activity sponsor or other person; (e) testing, riding, inspecting, or evaluating a farm animal belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the farm animal or is permitting a prospective purchaser of the farm animal to ride, inspect, or evaluate the farm animal; (f) placing or repairing horseshoes, trimming the hooves on a farm animal, or otherwise providing farrier services; or (g) examining or administering medical treatment to a farm animal by a veterinarian. I hereby acknowledge that all activities of LACB involving "farm animals" meet this definition of "farm animal activity."

In the event of an injury, illness or other medical condition, I consent, on my own behalf and on behalf of my Authorized Minor, to the administration of first aid and resuscitative measures performed on my behalf. I assume full responsibility for all medical expenses and any other damages incurred as a result of injuries or other adverse medical conditions suffered, by me or by my Authorized Minor or by others as a result of my (or my Authorized Minor's) conduct, through by my (or my Authorized Minor's) participation in Life Adventure Center of the Bluegrass programs and including as a result of the acts or omissions of the Released Parties (as defined below), including any negligent act or omission of any of the Released Parties.

On behalf of myself and any Authorized Minor, I hereby release and discharge Life Adventure Center of the Bluegrass, as well as each of the members of its board of directors, officers, volunteers, contractors, agents, employees, photographers, representatives, the building and grounds owners, any related entities (collectively, the "Released Parties"), from any and all liability, responsibility, loss, damage, costs, claims, and causes of action (including, but not limited to, those for bodily injury, death, and property damage or loss to me or to my Authorized Minor) arising out of or resulting from my use of or presence upon these facilities and/or participation in Life Adventure Center of the Bluegrass programs, specifically including, but not limited to, any and all liability, responsibility, loss, damage, costs, claims, and/or causes of action that arise from or are caused by the negligence or fault of Life Adventure Center of the Bluegrass programs or by any of the Released Parties, or by the acts or omissions (including negligent acts or omissions) of other participants in the Life Adventure Center of the Bluegrass programs, and covenant not to bring and assist in the bringing of any action against Life Adventure Center of the Bluegrass or any of the Release Parties in connection with the activities covered by this Waiver and Release.

This Waiver and Release shall be construed under the laws of the Commonwealth of Kentucky. On my and my Authorized Minor's behalf, I consent to venue in Woodford County, Kentucky and agree that if any part of this Waiver and Release is deemed unenforceable, that shall not affect the enforceability of any other part.

I have read the entire Waiver and Release Agreement, have had an opportunity to ask any questions about it that I may have, understand it and accept the conditions stated herein as a requirement for my participation in Life Adventure Center of the Bluegrass programs.

PUBLICITY RELEASE:

I grant Life Adventure Center of the Bluegrass and persons acting through them, the rights to use, reproduce, assign, and/or distribute photographs, films, videotapes, and sound recordings of myself or any of my children or minors with respect to which I am guardian for use in materials they may create. I release the Released Parties from all debt claims and/or liabilities of any kind whatsoever arising out of my or any of my children's appearance in the presentation, the making, or the use of such films or recordings. I hereby waive my right to inspect the finished produce that may be used in connection herewith.

I prefer that this participant not have his/her picture taken.

PLEASE READ THIS WAIVER AND RELEASE BEFORE SIGNING

PARTICIPANT SIGNATURE PRINTED NAME AGE EMERGENCY #

IF PARENT/GUARDIAN is signing on behalf of a minor, please complete the following:

MINOR NAME (Printed) AGE OF MINOR EMERGENCY #

PARENT/GUARDIAN SIGNATURE PRINTED NAME AGE EMERGENCY #

DATE _____

We would like to keep in touch with you! Please give us your address so that we can keep you up to date on future programs and events at LAC. We promise not to bombard your inbox or fill your mailbox with junk. This information will be used for in house purposes only; LAC will not sell or distribute your name or address to any other organization or individuals.

Name _____ Address _____ City _____

State _____ Zip _____ E-mail _____ Phone _____