

Whispering Brook Farm / Art Studio Release Form

249 Route 87 Columbia CT 06237

By signing this agreement you acknowledge that you and your guests are on the property at your own risk, and hereby specifically release, indemnify, and hold Whispering Brook Farm its owners and agents, harmless from any liability for any claims which may arise out of your activities on the premises. In signing this contract, you are binding yourself, your survivors, your agents, or any other person seeking to assert claim on your behalf, which arises from an accident occurring at Whispering Brook Farm also including property damage, losses, injuries of any kind or nature whatsoever, and even if such accident results in a permanently disabling injury or death. You, by signing this agreement, also acknowledge that you have read and understand the following notification pursuant to Connecticut Laws.

Carry on sharp object and sharp noises- I understand that my guests, myself, and my child(ren) must not carry loose items on or near any animals which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring the animals. People must not make sharp noises, such as screaming or yelling, which may scare the animals. Some examples are; cameras, hats not securely fastened under chin, toys, and purses.

Attorney Fees: In the event of any dispute, controversy, and or litigation between the parties relating to this Agreement and their rights hereunder, the prevailing party shall be entitled to recover all litigation costs and reasonable attorney fees and expenses from the non-prevailing party.

Condition of Nature- I understand that the Farm is not responsible for total or partial acts, occurrences, or elements of nature that can scare an animal or cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, wild or domesticated animals, insects, reptiles, which may walk, run, or fly by or near, or bite or sting a animal or person; irregular footing- on out-of- door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and manmade changes in landscape.

I have read and understand this entire release form and agree to all of its terms. I understand that this document becomes a legally binding contract upon execution

by the Farm and that it waives certain legal rights of mine and of my child and guests including but not limited to a release, discharge, indemnification, promise not to sue, and hold harmless from all claims that can be made against the Farm and its owners, agents, contractors, and employees. It is the intent of this agreement that it shall be binding upon myself, my child(ren) all guests, and anyone attempting to act on behalf of my child(ren) guests, and our estate successors and assigns.

_____ Date _____.

_____ Date _____.

Parent or guardian / Witness