



“FARM FUN” AGREEMENT, RELEASE AND WAIVER OF ALL CLAIMS

For good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, including but not limited to the provision of Farm Fun (defined below) services by Fun on the Farm, LLC, the payments to be made by Customer, and the mutual terms and conditions set forth in this *Farm Fun Agreement, Release and Waiver of All Claims* (herein the “Release”), the undersigned Customer and Fun on the Farm, LLC agree to be bound by the terms and conditions set forth in this Release.

Customer is entering into this Release, individually and for and in behalf of the Minor Child identified on the signature page by Customer. Customer warrants and personally guarantees that Customer is authorized to enter into this Release for and in behalf of the Minor Child as the parent and natural guardian of the Minor Child. In addition, the term “Customer” shall mean the parent and natural guardian of the Minor Child, individually, and said parent acting for and in behalf of the Minor Child, such that this Release is being entered into by both (i) the parent of the Minor Child and (ii) the Minor Child, through his or her parent and natural guardian.

Fun on the Farm, LLC and Customer hereby warrants, represents, acknowledges, and expressly agrees to be legally bound and obligated by the terms and conditions set forth herein as follows:

1. Services. Fun on the Farm, LLC hereby agrees to provide “Farm Fun” services to the Minor Child for a period of four (4) days for three (3) hours each day during either the morning session or the afternoon session, depending on which session is selected by Customer. The morning session continues Monday through Thursday from 9 am to 12 pm, while the afternoon session continues Monday through Thursday from 1 pm to 4 pm. Customer agrees to retrieve the Minor Child prior to 12:30 pm if the Minor Child is participating in the morning session, and before 4:30 pm if the Minor Child is participating in the afternoon session.

“Farm Fun” shall be defined as: playing games traditionally or historically played on a farm or ranch, grooming horses, riding horses, collecting eggs, bottle feeding baby animals of all types, playing with and caring for baby animals, having encounters with creatures of all types, and learning to interact with and respect animals and creatures of many different types. Customer expressly acknowledges that the provider of all services to the Customer is Fun on the Farm, LLC, a Utah limited liability company which has been formed under the laws of the state of Utah. Customer acknowledges that Denise F. Prince and others are employees of Fun on the Farm, LLC, and that services are not being provided to Customer by individuals employed by Fun on the Farm, LLC, including but not limited to Denise F. Prince.

2. Payment. Customer shall pay to Fun on the Farm, LLC the sum of Two Hundred and Seventy Five Dollars (\$275.00) for the Minor Child to participate in one four-day morning session or one four-day afternoon session. The Minor Child may participate in more than one four-day session so long as (i) there is space available in the session for which Customer desires



to register the Minor Child; (ii) the Minor Child abides by the Honor Code defined hereafter, and (iii) the additional sum of Two Hundred and Seventy Five Dollars (\$275.00) is paid for each morning or afternoon session in which the Minor Child desires to participate.

3. Property. Fun on the Farm, LLC provides services on real property located at 218 West 1000 North, Farmington, Utah 84025 (herein the "Property"), pursuant to a Lease Agreement in which the owner of the real property requires that any claims arising from the use of the Property by clients, students, or customers of Fun on the Farm, LLC be waived and released, and the Customer hereby expressly waives, releases, and forever surrenders all claims which may arise at any time in consideration of being permitted to participate in Farm Fun and receive instruction from Fun on the Farm, LLC on the Property.

4. Release and Waiver of All Claims. The Customer, individually, and as the parent and natural guardian of the Minor Child, hereby waives, releases, and forever surrenders any and all claims of any nature or type which the Customer and/or Minor Child may have, or which may at any time hereafter arise, against (i) Fun on the Farm, LLC, (ii) Denise F. Prince, (iii) Scott Prince, (iv) any trust or other entity which may own the Property now, or at any time in the future, and (v) any employee, agent, independent contractor, or representative of Fun on the Farm, LLC. This Release shall not be limited, and shall extend to any and all claims, liabilities, demands, obligations, actions, causes of action, losses, damages, costs, attorneys fees, expenses and injuries of any type or kind whatsoever, whether compensatory or punitive and whether known or unknown, which arise out of, arise from, or relate to (i) the provision of services by Fun on the Farm, LLC, (ii) the provision of services by any employee of Fun on the Farm, LLC, including but not limited to Denise F. Prince, (iii) any use of the Property, and (iv) the provision of services by any individual or entity to the Customer on the Property. The undersigned Customer expressly waives and assumes the risk of any and all claims regarding all such matters which exist, or may exist as of the date of this Agreement, or which may arise at any time in the future but which are not known or suspected, whether through ignorance, oversight, error negligence, or otherwise.

5. Notice of Claim. If the undersigned Customer believes an actual claim has arisen, the Customer shall give written notice of such claim to (i) Fun on the Farm, LLC and (ii) Denise F. Prince within thirty (30) days of such claim arising. The Customer expressly acknowledges and agrees that any and all claims have been waived and released, and that all such claims are barred as a consequence of the Customer having signed this Release; and that the purpose of this provision is to enable the persons to whom notice is provided to be made aware of any problem so that repairs or corrective action may be taken in an effort to prevent injuries from occurring in the future.

6. Modification of Agreement. This instrument constitutes the entire agreement between the undersigned Customer and Fun on the Farm, LLC. In addition, the following individuals and entities are expressly intended as beneficiaries of this Release, all of whom are entitled to take any action which may be necessary to enforce the terms of this Release: (i) Fun on the Farm, LLC, (ii) Denise F. Prince, (iii) Scott Prince, and (iv) any trust or other entity which may own the Property. The Customer expressly agrees that no individual or entity can be bound



by any terms, conditions, understandings, warranties, statements or representations, oral or written, not contained in this agreement. The Customer agrees that the execution of this agreement and Release was not induced or motivated by any promise or representation made by any other party, or intended beneficiary, other than the promises and representations expressly set forth in this Release. All correspondence, emails, text messages, previous negotiations, statements, oral discussions, communications of any nature or type, and preliminary instruments provided by any party or intended beneficiary, or their representatives, are merged into this agreement and Release.

7. Venue. This Release is governed by and shall be construed in accordance with Utah law, and shall be deemed to have been signed in Davis County, State of Utah. Customer shall not make or file any claim, action, or lawsuit arising out of or concerning the rights or obligations of any party to this Release in any court. Further, although Customer has agreed to waive and release all claims, if Customer still desires to file a claim, any such matter shall be submitted by Customer to binding arbitration under the rules of the American Arbitration Association within thirty (30) days after the date the dispute arises. Due to the waivers and releases contained herein, Customer and Fun on the Farm, LLC expect (i) that any claim filed by Customer will be dismissed and adjudicated in favor of Fun on the Farm, LLC, and that (ii) the Customer will be ordered to pay all costs and expenses incurred by Fun on the Farm, LLC. The prevailing party in any such action shall be entitled to recover reasonable costs and attorney fees.

8. Authority to Sign Agreement. Each individual who signs this Release hereby represents, warrants and personally guarantees to all other signers that the entity for whom the person signs has duly authorized execution of this Release, and that the signer of this Release is duly authorized to execute this Release in his or her individual or representative capacity, as indicated. Customer further personally guarantees, warrants, and represents to Fun on the Farm, LLC that all parents and natural guardians of the Minor Child have signed a *Farm Fun Agreement, Release and Waiver of All Claims* that is identical in all material respects to this Release with respect to the Minor Child.

9. Facsimile Signature. Any signer may rely upon the representation of another signer that this Release has been executed by that signer, and any email and/or facsimile signature transmitted to evidence such execution shall be deemed to be the original signature of the signer who transmitted it for all purposes.

10. Comportment & Behavior. Customer agrees to review and discuss the Honor Code attached hereto as Exhibit A with the Minor Child, and instruct the Minor Child to abide by the Honor Code, which includes: (i) the Minor Child will not harm any animal or creature, (ii) the Minor Child will not yell, scream, or otherwise attempt to frighten any animal, creature, or participant in the program offered by Fun on the Farm, LLC, (iii) the Minor Child will not bully, hit, strike, or otherwise harm any participant in the program offered by Fun on the Farm, LLC, (iv) the Minor Child will take turns and patiently wait his or her turn, (v) the Minor Child will not climb fences or trees, and (vi) the Minor Child will obey all instructions provided by employees of Fun on the Farm, LLC.



11. Binding. This Release is for the benefit of (i) Fun on the Farm, LLC, (ii) Denise F. Prince, (iii) Scott Prince, (iv) any and all existing and future employees of Fun on the Farm, LLC, and (v) any trust or other entity that owns the Property, now or in the future. Customer expressly agrees that this Release is binding upon the undersigned Customer and upon each and every one of Customer's minor children, agents, successors, assigns, heirs, personal representatives and special administrators.

12. Day Care. Fun on the Farm, LLC is not a licensed day care facility, and does not ever intend to become a licensed day care facility. Customer warrants, represents, and personally guarantees that it will not represent to third-parties that Fun on the Farm, LLC is providing day care services, or seek reimbursement for amounts paid to Fun on the Farm, LLC on the basis that day care services have been provided. Due to potential food allergies, Fun on the Farm, LLC will not feed the Minor Child anything. Fun on the Farm, LLC will provide the Minor Child with drinking water.

13. Minor Child. The Minor Child who will be participating in Farm Fun activities lives at the address: _____, Utah _____.

The Minor Child's name is _____ but likes to be called _____.

The Minor Child's age (only ages 8-10): _____.

The Minor Child will participate in the _____ session that will be held between the following dates: _____ and _____, 20____.

The Minor Child has the following allergies _____.

The Minor Child MUST be in close toed shoes.

The Minor Child will be wearing a helmet while riding on the horses, if long hair is bound please do so low on the neck so the riding helmet will fit properly above the hairdo.

West's Utah Code Annotated. Title 78. Judicial Code. Part III. Procedure. Chapter 27B. Limitations on Liability for Equine and Livestock Activities.

This Utah section states that it is presumed that participants in equine or livestock activities are aware of and understand that there are inherent risks associated with these activities. Thus, an equine activity a sponsor, equine professional, livestock activity sponsor, or livestock professional is not liable for an injury to or the death of a participant due to the inherent risks associated with these activities. The section also requires an equine professional to give notice to participants of the limitation of liability, either by the posting of a sign or by the execution of a written release.



IN WITNESS WHEREOF, this *Farm Fun Agreement, Release and Waiver of All Claims* has been signed and executed by Customer on the date indicated below, and by his or her signature, the undersigned Customer hereby warrants, represents, acknowledges, and expressly agrees to be legally bound and obligated by the preceding terms, releases, waivers, agreements, and conditions.

CUSTOMER

Parent Signature (Mother)

Customer Address: _____
Cell or Mobile Phone: _____
Work Phone: _____
Home Phone: _____
Email: _____

CUSTOMER

Parent Signature (Father)

Customer Address: _____
Cell or Mobile Phone: _____
Work Phone: _____
Home Phone: _____
Email: _____

Emergency Contact if Mother or
Father cannot be reached:

Name of Emergency Contact: _____
Relationship: _____
Cell Phone: _____ Work Phone: _____
Home Phone: _____ Other Phone: _____

The preceding *Farm Fun Agreement, Release and Waiver of All Claims* is hereby accepted, and entered into by Fun on the Farm, LLC.

Fun on the Farm, LLC

Dated this day of _____, 20____.

By Denise F. Prince, Manager