

GOATLANDIA 2336 Olivet Lane, Santa Rosa, CA 95401 (707) 541-6216 goatlandia.org RELEASE OF LIABILITY—**VISITOR FAMILY**

This Visitors Release of Liability (the "Release") is entered in favor of Goatlandia Farm Animal Sanctuary, a California nonprofit corporation and its directors, officers, employees, founders, affiliates, agents and representatives (collectively called "Goatlandia"), in consideration for Goatlandia permitting Visitor to visit Goatlandia animal sanctuary and facilities and interact with Goatlandia's animals. This Release applies to Visitor's initial visit and all subsequent visits by Visitor to Goatlandia properties.

- 1. <u>Tour</u>: Visitor desires to take a tour of Goatlandia facilities and interact with its farm animals. Visitor understands Goatlandia operates working farms that are sanctuaries for animals including horses, goats, sheep, pigs, turkeys, roosters, ducks and hens. By attending a tour of Goatlandia, Visitor may be exposed to animals that may bite, kick, crush, scratch, head butt or have zoonotic diseases. Visitor may also be exposed to campfires, farm vehicles, ongoing construction, debris, power tools, downed power lines or electrical live wires, property that has been damaged or is in need or repair, slippery or wet surfaces, mud, standing water, falling rocks or tree limbs, uneven or rocky ground or holes or crevices in the roads or ground.
- 2. Waiver and Release: Visitor, together with Visitor's spouse, heirs, successors and representatives and assigns (collectively, the "Releasing Parties"), agree to assume all responsibility for, and to forever release, waive, discharge, indemnify and hold harmless Goatlandia, including its directors, officers, employees, agents, and affiliates, and their respective successors and assigns (collectively, the "Released Parties"), from any and all liability, claims, demands, losses, damages, actions and judgements of every kind and nature whatsoever which the Releasing Parties may have or which may hereafter accrue to them, against any of the Released Parties on account of any property damage, death, personal injury, illness or disease, and the treatment thereof, including those cause by negligence or carelessness attributable to the Released Parties whether known or unknown, foreseeable or unforeseeable, relating to my visit at Goatlandia. In connection with this Release, I knowingly, willingly and expressly waive the provisions, claims, rights and benefits of the California Civil Code1542 (or any equivalent statute), which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time or executing the release, which if known to him or her must have materially affected his settlement with the debtor."
- 3. <u>Assumption of Risk:</u> Visitor understands that participating in a Goatlandia tour or being present on Goatlandia property may include activities that may be hazardous and result in serious injury, illness, disease, death, damage or loss to the Visitor. Visitor understands that activities of Goatlandia may, in some situations, involve inherently dangerous activities. Visitor expressly assumes the risk of injury or harm in the conditions and activities described in this Release, regardless of whether such risks are foreseen or unforeseen, known or unknown.
- 4. <u>Term:</u> Visitor understands that this Release is perpetual and applies to Visitor's initial visit and all subsequent visits by Visitor to Goatlandia facilities and properties.
- 5. Photo and Video release and copyright assignment: Visitor gives Goatlandia permission to make and use photos, videos and sound recordings of Visitor while participating in a tour or other activities at Goatlandia, or otherwise being present on Goatlandia property. Visitor releases all rights in such photos, videos and sound recordings and agrees Goatlandia may use such photos, videos and sound recordings to further the mission of Goatlandia, promote its activities and goals, for fundraising and otherwise as Goatlandia deems appropriate in its sole discretion and without any compensation to Visitor.

- 6. <u>Miscellaneous:</u> This release shall be governed by and interpreted in accordance with the laws of California. Visitor agrees that in the event of 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.
- 7. Acknowledgement of Understanding and Intent: Visitor represents that he/she has read this Release and fully understands it is a release of liability. Visitor further represents that he/she is of legal age and legally competent to execute this Release and that Visitor does so of his/her own free will. Visitor has not relied on any representation of any kind or character not contained in this Release. Visitor expressly agrees this Release is intended to be as broad and inclusive as permitted by law.

By signing below, Visitor agrees to the terms of this Release and understands that Visitor is giving up substantial rights, including the right to sue and recover damages. Visitor intends his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. By signing below, Visitor also agrees that, to the extent Visitor is bringing a minor to Goatlandia for the tour and/or subsequent visits, Visitor is entering into this Release on behalf of Visitor along with said minor as the minor's parent or guardian.

Adult Name:	Adult Signature:	Date:
Adult Name:	Adult Signature:	Date:
Child Name and Age:	Adult Signature:	Date:
Child Name and Age:	Adult Signature:	Date:
Child Name and Age:	Adult Signature:	Date: