



## CONSENT FORM, LIABILITY WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

The State of California requires sponsors of recreation programs to inform students and parents of the nature and structure of programs they or their children are participating in. The State also requires the sponsor of the program have a signed statement from each adult, parent or responsible party that they understand the conditions under which the facility operates and that it is not a licensed child care facility.

I understand that my or my child's participation in Connolly Ranch's programs is voluntary. In consideration for being permitted to use the facilities at Connolly Ranch, I hereby agree to the following:

- **Assumption of Risk:** I acknowledge and assume all risks associated with my or my child's participation in Connolly Ranch programs and use of the Connolly Ranch premises including, without limitation, falls, animal bites, food poisoning, ground conditions, effects of weather including heat or cold, illness, and physical injuries.
- **I understand that my child or I will be exposed to animals,** plant-based and animal-based allergens, animal products and food products that may have potential safety hazards and I hereby assume any and all risks associated with those activities. Should I or my child ingest animal products or food products, I further assume any and all risks associated with those activities.
- **Waiver, Indemnification and Hold Harmless:** I have read fully and understand this form and I hereby take the following action for my child, myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone legally acting on my behalf:
- **I waive, release and discharge** the Land Trust of Napa County, Connolly Ranch, its agents, assignees, officers, agents, employees, trustees, members, representatives, volunteers, and/or successors in interest (hereinafter collectively referred to as "Connolly Ranch Personnel") from any and all claims, liabilities or causes of action, including without limitation, death, bodily injury, property damage, or any other loss, damage or any inconvenience whatsoever, arising from participation in this program or use of the premises whether caused by the ordinary negligence of Connolly Ranch Personnel or otherwise;
- **I agree not to attach the real property, sue and/or assert causes of action** against the Land Trust of Napa County, Connolly Ranch and/or Connolly Ranch Personnel for any claims, liabilities or causes of action that I have waived, released, or discharged herein; and
- **I agree to indemnify and hold harmless** the Land Trust of Napa County, Connolly Ranch and Connolly Ranch Personnel from any loss, liability, damage, or costs, including court costs and attorney's fees arising from any claims brought against them by either by myself or a third party arising from my or my child's participation in the program whether caused by the ordinary negligence of Connolly Ranch Personnel or otherwise.
- **Media Waiver:** I grant Connolly Ranch full permission to take photographs, videos, and other types of recordings of my child for promotional purposes and waive any right to inspect versions of my child's image used for promotional purposes, publication and/or the written copy used in connection with my child's image.
- **Medical Consent:** I understand it is my responsibility to inform program personnel of any medical conditions, allergies, or any other special needs of myself or my child. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat myself or my child for the purpose of attempting to treat any injury received by my child. I will not hold the Land Trust of Napa County, Connolly Ranch or Connolly Ranch Personnel liable for medical aid or first aid rendered, understand the risks of possible complications, and assume all risks associated with medical treatment and first aid treatment, and will be solely responsible for all medical or other expenses incurred in the care of my child.
- **Severability:** I understand this agreement is intended to be as broad and inclusive as is permitted by California law and that if any portion is held invalid, the balance shall continue in full force and effect.

**By checking the box and signing in Curacubby: I represent that I have read and fully agree to all foregoing terms and conditions and intend to release all liability completely and unconditionally to the greatest extent allowed by law.**