



HAPPY
HOMESTEAD
LLAMAS

discover your happy place

Release of Liability Waiver

Responsibility & Acknowledgement of Risk

Assumption Of Risk

1. I am aware that using llamas and other animals to pack into the forest and other wilderness areas and to haul the animals and the equipment from the premises of Happy Homestead Llamas to the wilderness and backcountry is a hazardous activity. I understand that the animals which Happy Homestead Llamas have provided me can be unpredictable and that under certain circumstances, I could become hurt and sustain bodily injury or property damages as a result of this venture. I also understand that participation in any outdoor recreational activity or sport can be dangerous or hazardous, but I am voluntarily participating in these activities with knowledge of the danger involved, and hereby agree to accept any and all risks of injury, death, or property damage and verify this statement by placing my initials here: _____.

Release

2. As a consideration for being permitted by Happy Homestead Llamas to participate in these activities and use of their facilities, animals, and equipment, I hereby agree that I, my assignees, heirs, distributees, guardians, attorneys and legal representatives will not make a claim against, file a lawsuit, arbitrate or mediate any claim against Happy Homestead Llamas, its predecessors, successors in interest, heirs, assigns, agents, employees, or representatives, or the supplier of any equipment I will use in these activities, for injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, representative, predecessors, successors in interest of Happy Homestead Llamas, or any of its owners, or the supplier of any equipment I will use in these activities, as a result of my participation in the hazardous activity described in paragraph 1 above. I release any and all photographs of myself, family members, including minors, friends, to be used by Happy Homestead Llamas for marketing by way of social media platforms, print, video, television, posters, banners, pamphlets and the like.

Minors

3. If I am accompanied by a minor, in further consideration of being allowed to bring such a minor(s) with me, I hereby agree to indemnify Happy Homestead Llamas and those persons listed in paragraph 2 above, hold them harmless from all liabilities to such minor or minor's parents, personal representatives, guardians, estates, heirs or next of kin. I hereby agree that I assume all responsibility for the conduct and safety of any minor and any minor's property.

Unknown Claims

4. I acknowledge and agree that this Release gives to Happy Homestead Llamas and those persons listed in paragraph 2, upon executing this Agreement a release for all claims for injuries, damages, or losses to my person or property or those of any minor(s) in my group, real or personal (whether those injuries, damages, or losses are known or known, foreseen or unforeseen, or patent or latent which I may have against them and I hereby waive application of California Civil Code §1542.

I hereby certify that I have read the following provisions of California Civil Code §1542:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially effected his settlement with the debtor.”

I understand and acknowledge that the significance and consequence of this waiver of California Civil Code §1542 is that even if I should eventually suffer additional damages arising out of the facts referred to in paragraph 1 above, I will not be able to make any claim for those damages. Furthermore, I acknowledge that I intend the consequences even to claims for damages that may exist as of the date of this Release by which I do not know exist, and which, if known, would materially effect my decision to execute this Release regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Physical Participation

5. I hereby warrant and represent that I am physically able to undertake the participation described in paragraph 1 above and I hereby assume the responsibility of physical fitness and capacity to perform these activities. I acknowledge and agree that the use of all services, animals, equipment, or facilities of Happy Homestead Llamas in connection with these activities is at my own risk.

Attorney Fees

6. In the event of any breach of this Agreement, any party aggrieved shall be entitled to recover from the breaching party, in addition to any relief awarded, his/her/its attorney's fees and other costs and expenses, taxable or otherwise, in preparing the defense of or defending against such action or proceeding, or in establishing or maintaining the applicability of this agreement, or any provisions thereof.

Knowing And Voluntary Execution

8. I have carefully read this agreement and fully understand its contents. I am aware that this a release of liability and a contract between myself and Happy Homestead Llamas and I sign it of my own free will.

Executed this day (date) _____

RELEASOR,

Signature _____

Phone _____

(Name and address of Releasor)