



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address			
City	State	Zip Code	Country
Home Phone	Work Phone	Cell Phone	Email Address
Emergency Contact		Emergency Phone	

In consideration of the services of Abounding Harvest Mountain Farm, LLC, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "AHMF"), I hereby agree to release and discharge AHMF, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that both my farming and non-farming related activities and use of any of AHMF's services or facilities at this location, all other AHMF locations, or any off-site locations, entails significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third-parties. Such risks include, among others, unmarked obstacles, hazardous equipment, equipment failure, sharp objects, steep terrain, hazardous materials, as well as the negligence of equipment operators, other participants, third parties, and AHMF.
2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of AHMF. My participation in these activities is purely voluntary, and I elect to participate in these activities in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AHMF from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of AHMF's equipment or facilities, including any such claims which I, my children, parents, heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of AHMF. **I UNDERSTAND THAT THIS RELEASE INCLUDES ALL CLAIMS AGAINST AHMF ARISING FROM ITS ORDINARY NEGLIGENCE, BUT DOES NOT INCLUDE CLAIMS ARISING FROM AHMF'S ALLEGED GROSS NEGLIGENCE.**
4. Should AHMF or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical condition which could interfere with my safety while participating in these activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of California, without regard to its conflict of law rules.
7. I agree to abide by the rules of the facility.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my rights to maintain a lawsuit against AHMF for any claim that I released by signing this document.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant (18 years and older must sign) [_____]

Participant Name [_____] Date [_____]