



504 St. Annes Rd.
Armstrong, BC
www.freechildfarm.com

Informed Consent

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY For Participants Under the Age of Majority in the Province or Territory in which the Animal Assisted Education Program is being provided by the Host
WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

The Parent/Guardian Must Read and Understand this Waiver Prior to Dependents Participating in Animal and Educational Activities The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into me on behalf of the Dependent Participant named below and for the benefit of Freechild Farm, its directors, officers, employees, volunteers, business operators, agents and site property owners or leasees (the "Host"). Without limiting the generality of the foregoing, "Animal and Educational Activities" include but are not limited to activities incorporating animals owned or residing on property owned by the "Host", hikes, walks, physical activity including yoga; cooking or preparing food, handling animal food, animal training and interaction, and educational instruction provided by the "Host" to the Dependent Participant.

Initial Each Item Below After Reading and Understanding Each Item:

_____ 1. I am the Parent/Guardian of the Dependent Participant and am executing this waiver on behalf of the Dependent Participant in my capacity as Parent/Guardian and with the intent of this waiver be binding on myself and the Dependent Participant for all legal purposes.

_____ 2. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Animal and Educational Activities" and that injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Animal and

Educational Activities” mean those dangerous conditions which are an integral part of “Animal and Educational Activities” including but not limited to:

- a) The propensity of any equine, ruminant, canine, feline or fowl to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
- b) The unpredictability of an equine, ruminant, canine, feline or fowl’s reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects; and c) The potential for other participants to behave in a negligent manner that may contribute to injury to themselves or to others, including failing to act within their abilities to maintain control over an equine, ruminant, canine, feline or fowl; and d) The potential for participants to fall over obstacles, from equines, or from moving vehicles that may be found in the farm setting.

_____3. I freely accept and fully assume all responsibilities for all “Risks” and possibilities of any and all personal injury, death, property damage or loss resulting from the Dependent Participant’s participation in “Animal and Educational Activities”.

_____4. I agree that although the “Host” has taken steps to reduce the “Risks” and increase the safety of the “Animal and Educational Activities”, it is not possible for the “Host” to make the “Animal and Educational Activities” completely safe. I accept these “Risks” and agree to the terms of this waiver on behalf of the Dependent Participant, even if the “Host” is found to be negligent or in breach of any duty of care or any obligation to myself or the Dependent Participant in the Dependent’s participation in “Animal and Education Activities”.

_____5. In addition to consideration give to the “Host” for the Dependent Participant’s participation in “Animal and Educational Activities”, I and my heirs, next of kin, executors, administrators and assigns, as well as the Dependent Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our “Legal Representatives” agree:

- a) To waive all claims that the Dependent Participant has or may have in the future against the “Host”;
- b) To release and forever discharge the “Host” from all liability for any personal injury, death, property damage or loss that I, the Dependent Participant, or “Legal Representatives”, might suffer as a result of the Dependent Participant’s participation in “Animal and Educational Activities” due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the “Host”;

and

c) To be liable for and to hold harmless and indemnify the “Host” from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of any way connected with the Dependent’s participation in “Animal and Educational Activities”.

_____ 6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the “Animal and Educational Activities” are provided by the “Host”. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the “Animal and Educational Activities” are provided by the “Host”.

_____ 7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the “Host”, myself as Parent/Guardian, and the Dependent Participant, and it is binding on myself, the Dependent Participant and our “Legal Representative”.

Please Print Clearly

Program Participant’s Name: _____

Date of Birth: _____ Address: _____

City: _____ Prov _____ Postal Code: _____

Parent/Guardian’s Name: _____ Date of Birth: _____

_____ Parent/Guardian’s Name: _____ Date of

Birth: _____ Address: _____ City: _____

Prov _____ Postal Code: _____ Phone Number: _____

Signature(s) of Parent/Guardian of Program Participant

Print name of “Host” Witness to Signing and Initialing

Signature of “Host” Witness