

ADVENTURE WAIVER

and **RELEASE OF LIABILITY AGREEMENT**



I, _____, understand that being allowed to enter into Fair Oaks Farms or participate in any parties, programs or activities at Lake States Dairy Center, Inc. and affiliated entities (i.e., the Dairy Adventure, the Pig Adventure and/or Mooville), the undersigned, on his or her own behalf and on behalf of the students/participants in his or her party, acknowledges, appreciates and agrees that:

1. Fair Oaks Farms is not liable for any and all risk and damage or injury while visiting Fair Oaks Farms, Lake States Dairy Center, Inc. and affiliated entities.
2. I am aware of the risk, hazards and danger of personal injury as a result of participation at Lake States Dairy Center, Inc., Fair Oaks Farms and all affiliated entities.
3. I have read the set of rules and directions that are displayed on the signs in Mooville and/or the Interactive Area which I agree to follow and utilize at all times during operation and use of the units. I understand that it is my responsibility to ensure that I/my students/participants understand the rules. Failure to explicitly follow the rules will lead to the immediate expulsion from Lake States Dairy Center, Inc. I certify that I and/or my students/participants are in good health and that I and/or my students/participants have no physical limitations which would preclude safe participation in Mooville and the Interactive Area at Lake States Dairy Center, Inc.
4. In consideration for the admission of my students or group participants, I, on my behalf and on behalf of my students/participants, **HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE** Lake States Dairy Center, Inc., Fair Oaks Farms, all affiliated entities, and their owners, agents, employees, officers, directors, trustees and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability, cost or expense including attorney's fees which are related to or arise out of or in any way connected to my students' or group participants' participation in any parties, programs or activities at Lake States Dairy Center, Inc., Fair Oaks Farms and/or all affiliated entities.
5. By the execution of this agreement, I, for myself and my students/participants, **ASSUME ALL RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THE ADVENTURE**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. and **DO HEREBY SURRENDER AND WAIVE ANY RIGHTS TO SUE OR EXERCISE ANY LEGAL RIGHT TO SEEK DAMAGES AGAINST** Lake States Dairy Center, Inc., Fair Oaks Farms, all affiliated entities, and their owners, agents, employees, officers, directors and/or all other persons or entities acting on their behalf.
6. I acknowledge that my or my students'/participants' participation in Mooville and the Interactive Area is strictly voluntary. I hereby certify that I am over 18 years of age; I have carefully read the foregoing release, waiver and covenant not to sue and acknowledge that I understand and agree to all of the above terms and conditions. Prior to signing this agreement, I have had an opportunity to ask any and all questions. I am aware that by signing this agreement, I assume all risks and waive and release all substantial rights that I may have and possess.
7. I have read and understood that there is a chaperone requirement for school groups; that my group is only allowed to participate in the Adventure(s) that I have pre-scheduled for; that my food orders are due no later than 14 days prior to my group's visit and that my \$25 deposit is due at time of scheduling and must be paid by credit card only. I understand that if I do not follow the requirements set forth herein that Fair Oaks Farms and Lake States Dairy Center, Inc. have the right to cancel my Adventure and give my allotted time slot to a different group.
8. References to Fair Oaks Farms herein include Northern Agri Business Acquisitions LLC and its parent and subsidiaries.

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Name of School: _____

Date of Scheduled Adventure: _____

Name of group leader: _____

Number of students/participants attending: _____

Number of required chaperones: _____

Signature: _____