

## WAIVER OF LIABILITY

In consideration for allowing me, my child, or my party to participate in the activities of The Riverbed Farm / Gold Coast Farm, I, for myself, my heirs, personal representatives or assigns, and for my child, **do hereby release, waive, discharge and covenant not to sue** The Riverbed Farm / Gold Coast Farms, Renewable Farms, the city of Anaheim, the city of Aliso Viejo, Aaron P. Flora, and all of the owners, directors, officers, landlords, employees, representatives, and agents affiliated with these entities, from any and all claims, including negligence, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the field trip, tour, class, training, observation, or volunteering.

All activities at The Riverbed Farm / Gold Coast Farm carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks include, but are not limited to: **Minor Injuries** such as scratches, bruises, and sprains; **Major Injuries** such as eye injury, bone, joint or tissue injury, heart attacks and concussions; **Catastrophic Injuries** such as paralysis, drowning, animal attack, and death. These risks increase when other persons, whether or not at the same level of experience or skill, are present at the same time at the same location. **I know and appreciate these risks that are inherent in participation in the activities of The Riverbed Farm / Gold Coast Farm and hereby assert that my, or my child's participation, is voluntary and that we knowingly assume all such risks.**

I also agree to **indemnify and hold harmless** The Riverbed Farm / Gold Coast Farm, Renewable Farms, the city of Anaheim, the city of Aliso Viejo, Aaron P. Flora, and all of the owners, directors, officers, landlords, employees, representatives, and agents affiliated with these entities, from all any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my, my parties, or my child's, participation in the activities of The Riverbed Farm / Gold Coast Farm.

I understand that the foregoing waiver, assumption of risk and indemnity provisions are intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion thereof is held to be invalid, it is agreed that the balance shall continue in full force and legal effect.

I grant permission for the use of my, my parties, or my child's, name and likeness related to my participation in the activities of The Riverbed Farm / Gold Coast Farm. I also grant the use of my, or my child's, voice and any and all recorded and/or filmed/video/photographed footage of me, or my child, and further waive all rights to any compensation, as a result of my, or my child's, name or likeness being used in any way.

I further state that I am, my parties, or my child is, in proper physical condition to participate in the activities of The Riverbed Farm / Gold Coast Farm, and I authorize that I, my parties, or my child, receive medical treatment if needed while participating in the activities of The Riverbed Farm / Gold Coast Farm. I agree to pay all costs associated with medical care and transportation for me, or my child.

Any dispute, controversy or claim arising out of or related to this Agreement or interpretation of this Agreement will be settled by arbitration in accordance with the Rules of the AAA. The place of arbitration shall be Orange County, CA and the laws of the State of CA shall be used. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered on any decision in accordance with applicable law in any court having jurisdiction thereof.

I have read and understand these provisions and fully understand their terms and implications. I understand I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement, freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Date \_\_\_\_\_

\_\_\_\_\_ Participant's Name (Printed)

\_\_\_\_\_ Participant's or Parent's Signature