

WAIVER AND RELEASE OF LIABILITY AGREEMENT

Please read carefully before signing, serious injury may result from your participation in the activities at Hitching Post Ministries. Hitching Post Ministries makes reasonable efforts to keep the property safe but does not guarantee your safety. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for being permitted access to the property and to participate in the activities and use the property, I agree to the following waiver and release:

I acknowledge the inherent dangers and risks associated with including but not limited to interacting with dangerous animals, encountering hazardous conditions on site and being present with others on the property and I voluntarily assume the risk that I and my child(ren) may be encounter while on the property.

I acknowledge that I and my child(ren) may be exposed to or infected by COVID-19 by participating in activities at the property and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the property and may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Hitching Post Ministries employees, volunteers, and participants of any activities and their families. I agree to cancel any future sessions with Hitching Post Ministries if I have any symptoms of COVID-19 or any other contagious illness.

I attest that:

- I am not experiencing any symptom of COVID-19 illness such as fever, cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not knowingly been exposed to someone with a suspected and/or confirmed case of COVID-19.
- I have not been, nor any member(s) of my household, diagnosed with COVID-19 in the last 30 days.

I voluntarily agree to assume the risk of any and all injuries resulting from any activity at Hitching Post Ministries and accept sole responsibility for any injury to my child(ren) or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the property or participation in the activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Hitching Post Ministries, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I agree that this release includes any Claims based on the actions, omissions, or negligence of Hitching Post Ministries, its employees, agents, and representatives, including but not limited to whether a COVID-19 infection occurs before, during, or after participation in any activity.

I ALSO AGREE AND ACKNOWLEDGE THAT THE RELEASE CONTAINED HEREIN APPLIES TO ALL UNKNOWN AND UNANTICIPATED INJURIES AND/OR DAMAGES (AS WELL AS THOSE NOW DISCLOSED). I ACKNOWLEDGE THAT SECTION 1542 OF THE CALIFORNIA CIVIL CODE PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM/HER, WOULD HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." I HEREBY VOLUNTARILY WAIVE ALL RIGHTS UNDER THE FOREGOING CIVIL CODE PROVISION AS TO UNKNOWN OR FUTURE CLAIMS.

I understand and agree that the law of the State of California will apply to this Waiver of Liability.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER OF LIABILITY, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Name (printed) : _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing Hitching Post Ministries from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Signature of Minor Participant's Parent/Guardian: _____

Minor Participants Names: _____

Name of Minor Participant's Parent/Guardian (Print): _____

Parent/Guardian phone number: _____

Parent/Guardian address: _____

Second Parent/Guardian name and phone number: _____

Date _____