

## **Magnolia Farm Waiver and Release of Liability: Day Camp** *Revised January 27, 2020*

**I give permission for my child (Participant),** to participate in activities provided by MFCM, LLC, doing business as Magnolia Farm (**Magnolia Farm**). **Alternatively, I am age 18 or over and will be a participant (Participant)** in activities provided by **Magnolia Farm**.

In consideration of the services provided by Magnolia Farm, I agree as follows:

### **Magnolia Farm Payment Policies:**

Payment methods: electronically during online registration, via credit card (available online only; we do not process credit cards at the farm at this time); by check or cash. All returned checks will receive a \$35 fee.

**Summer Camp:** \$100 **non-refundable** application fee is due per camper per session at the time of registration. Balance is due May 1. For registration placed on or after May 1, payment is due in full at time of registration. **Cancelations** made prior to May 1 will receive a refund of tuition paid, less the \$100 application fee per camper per session. We are not able to give refunds after May 1 on summer camp registration. **Camper Illness:** If a camper misses 2 or more days during a session due to illness, those days may be made up during another session, space available.

**Photo Release:** I give my permission for photos/videos of Participant to be used for any lawful purpose including appearing in brochures, video, social media, websites and other promotional media used by Magnolia Farm. **Participant's Property.** Participant is responsible for all of his/her property, and Magnolia Farm accepts no responsibility for the loss, damage, or theft of Participant's property. Participant will not bring personal sports equipment, pets, valuables, firearms, weapons, alcohol, tobacco or controlled substances to Magnolia Farm. Participant may be required to inventory their belongings in the presence of staff if the health or safety of other participants or staff indicates the need.

**Dismissal of Participant:** I understand that Magnolia Farm reserves the right to dismiss any Participant who violates Magnolia Farm rules or whose conduct is determined by Magnolia Farm to be detrimental to him or herself, other Participants, or the general welfare of the Farm. Such determination shall be made by Magnolia Farm in its sole discretion. No refund will be made in case of dismissal.

**Georgia Department of Early Care and Learning Exemption:** I acknowledge that I have been advised and understand that Magnolia Farm's program is not required to be licensed and is not licensed, as it qualifies for Exemption as a day camp program. Such exemption does not affect the authority of local, regional or state health department, fire, building or zoning officials to inspect and approve facilities and locations.

**Liability Insurance:** I acknowledge being notified that Magnolia Farm carries liability insurance, but Participant remains subject to the Waiver and Release of Liability.

**Emergency Release:** In the event of a medical or dental emergency, I give my consent for Magnolia Farm and its employees to use their best judgment in rendering or securing medical aid and/or ambulance service for Participant. I agree to be responsible for any and all costs associated with such treatment. The Health History Form, when required, is or will be correct and accurately reflect the health status of Participant. Participant has permission to participate in all Magnolia Farm activities except as noted by me and/or an examining physician. I give permission to the physician selected by Magnolia Farm to order x-rays, routine tests, and treatment related to the health of Participant for both routine health care and in emergency situations. If I cannot be reached in an emergency, I give my permission to the physician to hospitalize, secure proper treatment for, and order injection, anesthesia, or surgery for Participant. I understand the information on the Health History Form will be shared on a "need to know" basis with Magnolia Farm staff or medical providers. I give permission to photocopy this form. In addition, Magnolia Farm has permission to obtain a copy of my child's health record from providers who treat my child and these providers may talk with Magnolia Farm's staff about Participant's health status. Notwithstanding the foregoing, Participant remains subject to the Waiver and Release of Liability.

**Acknowledgment of Activities and Risks:** I understand Participant may be participating in several activities, including, but not limited to: archery, arts and crafts, hiking, horse back riding, horse grooming and care, a petting zoo with farm animals, farm animal grooming and care, gardening, fishing, kayaking, wading in the stream, volleyball, flag football, soccer, other field games. Further, I understand that Participant will spend extensive periods of time outside in fields, pastures, stream and wooded areas which include uneven and/or rough terrain in addition to hazards resulting from the property's prior and current use as a working farm. The inherent risks of the activities include, but are not limited to: cuts,

sprains, and strains; falling, tripping, falling, or being struck by objects or people; disease carrying, poisonous, or biting insects, plants, or animals; bacteria, viruses, or other pathogens or diseases that may be transmitted from contact with humans, animals, water, vegetation, soil or other unnamed sources; drowning; exposure to high temperatures, pollution, and high ozone levels; bodily injuries, and staff negligence or carelessness. The inherent risks and potential risks of a horseback riding program include, but are not limited to: risk of bodily injury or death resulting from kicks and bites, falling off horses or horse falling on rider, being dragged by a foot caught in the stirrups, being thrown by horse, equipment failure or collision with horses or vehicles or other inanimate objects. **I understand these risks can lead to loss, property damage, injury, illness, disability or death but that these inherent risks cannot be eliminated without destroying the essential elements of the activity. However, I feel the possible benefits to my family or the child I care for are greater than the risk assumed. Therefore, I acknowledge and agree to assume the inherent risks and any other risks, whether listed in this document or not, associated with Participant's activities for myself and on behalf of Participant as a result of participating in programs at Magnolia Farm.**

**Warning: Under Georgia law, an equine activity sponsor or professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.**

**Liability Waiver and Release: I hereby forever release, waive, and discharge MFCM LLC and Magnolia Farm and its agents, employees, officers, owners, board members, independent contractors, volunteers, and all other persons or entities acting under their direction and control ("the Released Parties") from any and all claims, demands, losses, in any way associated with Participant's enrollment or participation in Magnolia Farm activities or the use of any property, equipment, or facilities. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence or carelessness of the Released Parties to the fullest extent allowed by law and includes, but is not limited to, claims for injury, property damage, illness, disability, death, breach of contract, or any other type of loss or lawsuit or proceeding. I also hereby bind my executors, administrators, heirs, next of kin, successors, and assigns to this Waiver and Release of Liability.**

**Indemnity Agreement: I further agree to defend, indemnify and hold harmless the Released Parties (to pay or reimburse them for money they are required to pay, including attorney's fees and costs) for any and all claims brought by or on behalf of me, Participant, a family member, personal representative, heir, estate, another Participant, or any other person for any claims related to Participant's participation in MFCM LLC, Magnolia Farm Summer Day Camp and Magnolia Farm's activities or the use of property, equipment, or facilities, including claims of negligence. I agree to be responsible for any damage or loss caused by Participant.**

**Choice of law/forum:** I agree that the substantive laws of the State of Georgia (but not any law that would apply to the law of another jurisdiction) shall govern this document and any dispute or claim I have with the Released Parties. Further, any suit or claim initiated by me or on behalf of Participant shall occur or be filed in Fulton County, Georgia using binding arbitration pursuant to the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction to the fullest extent permitted by applicable law. I hereby acknowledge and agree that I am waiving a right to a trial by jury regarding any dispute subject of this Waiver and Release of Liability.

**Severability:** Should any portion of this document be deemed to be unenforceable or contrary to public policy, the remaining portions shall survive and be enforceable.

**I HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO THESE TERMS AND CONDITIONS FOR MYSELF AND ON BEHALF OF PARTICIPANT. I WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON PARTICIPANT'S BEHALF. I UNDERSTAND I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.**

**Name of Participant:** \_\_\_\_\_

\_\_\_\_\_  
**If participant is under age 18, Name of Parent or Guardian:** \_\_\_\_\_ **Signature of Participant if over age 18, or**

**Parent or Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_  
**Parent's contact phone number:** \_\_\_\_\_

\_\_\_\_\_  
**Email Address:** \_\_\_\_\_

\_\_\_\_\_  
**Emergency Contact name and phone:(If an adult is the participant):** \_\_\_\_\_

\_\_\_\_\_  
**Accepted for Magnolia Farm by:** Margaret Catherman, Margaret Catherman, Director