

Sugar Sweet Farm Visitor Waiver and Release

Release executed by:

Name (parent and child): _____ (the 'Releasor')

Email: _____ to Shawn Sugarman and Elizabeth Sugarman (collectively the 'Releasee') of 3563 Fortuna Ranch Road, Encinitas, California.

I, the previous listed individual and/or the parent or legal guardian of the minor listed above, the Releasor, being of lawful age, in consideration of being permitted to visit Sugar Sweet Farm, located at 3563 Fortuna Ranch Road, and owned by the Releasee, WAIVE, RELEASE, and DISCHARGE the Releasee, its owners, officers, directors, employees, members, agents, assigns, legal representatives and successors, and all business associates and partners involved in the presentation of the above noted activity and each of them their owners, officers and employees, from all liability for or by reason of any damage, loss or injury to person and property, even injury resulting in the death of the Releasor which has been or may be sustained in consequence of the Releasor's visit to Sugar Sweet Farm, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Releasee.

I hereby acknowledge and agree that I have carefully read this Waiver and Release agreement, that I fully understand same, and that I am freely and voluntarily executing same.

By signing this release I will be forever prevented from suing or otherwise claiming against the Releasee for any property loss or personal injury that I may sustain while visiting Sugar Sweet Farm.

I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Waiver and Release agreement. I understand that I would not be permitted to visit Sugar Sweet Farm unless I signed this Waiver and Release agreement.

I understand that this Waiver and Release agreement is binding on me, my spouse, my heirs, my executors, administrators, personal representatives and assigns.

I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent us from safely visiting Sugar Sweet Farm, and, if required, will obtain a medical examination and clearance. I acknowledge that there are inherent risks of injury that I voluntarily accept if I participate in yoga, farm animal, and equine activities. Releasee does not have the duty to eliminate all risks of injury to the participation in yoga, farm animal, and equine activities.

I grant to Sugar Sweet Farm its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize Sugar Sweet Farm, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Sugar Sweet Farm may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content

This release contains the entire agreement between the parties to this release and the terms of this release are contractual and not a mere recital.

COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Participation in a Sugar Sweet Farm program(s), related event, or activity, could increase the risk of contracting COVID-19. By signing this agreement, I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that I may be exposed to or infected by COVID-19 by participating in Sugar Sweet Farm program(s), related event, or activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself, my spouse, guests, unborn child, or relatives. I understand that the risk of becoming exposed to or infected by COVID-19 at a Sugar Sweet Farm program(s), related event, or activity may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Sugar Sweet Farm employees, volunteers, and program participants. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further, I UNDERSTAND AND AGREE that this release includes any Claims based on the actions, omissions, or negligence of Sugar Sweet Farm, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Sugar Sweet Farm program(s), related event, or activity.

This Waiver and Release Agreement will be construed in accordance with and governed by the laws of the State of California, and it is acknowledged by the Releasor to be as broad and inclusive as permitted by the laws of this jurisdiction.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEE(S).

The Releasor has executed this Waiver and Release in San Diego County, California on the ____ day of _____, 202__.

SIGNATURE: _____

PARENT's Signature if Participant is a Minor: _____