

LIABILITY RELEASE AND WAIVER

Please read this Liability Release and Waiver (“Waiver”) carefully before signing it. This Waiver affects your legal rights. Before participating in any program, class, or activity (“Activity”) sponsored by Lexington Community Farm Coalition, Inc., a Massachusetts corporation, together with its employees, volunteers, representatives, officers, agents, and members, and optionally in conjunction with Silk Fields Farm, LLC, together with its owners (members of the Goldinger family), volunteers and representatives (collectively, “LexFarm”), each participant must read, understand, and sign this Waiver (or, if under 18 years of age, have his/her parent or legal guardian sign it on his/her behalf).

COVID-19

I understand that while LexFarm has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Activity, LexFarm is not responsible in any manner for any risks related to COVID-19 in connection with the Activity.

I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Activity carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID 19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks.

I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks.

SAFETY

I understand that an Activity may be offered by LexFarm or a LexFarm educational partner and may be overseen and directed by the educational partner’s personnel. I understand that I have a responsibility to follow the instructions of LexFarm and/or LexFarm educational partner’s personnel. I have read and understood all of the informational materials provided to me. I agree to pay attention to all signs located on the premises and abide by their instructions and warnings.

I understand that participation in an Activity sponsored by LexFarm or a LexFarm educational partner may include contact with animals, which may pose the risk of physical injury or other harm to myself, to the animals, or to others. I further understand that farms and farm equipment are inherently dangerous. I also understand that Activities sponsored by LexFarm or a LexFarm educational partner may be located on farmland or in other outdoor spaces and that engaging in such Activities may pose the risk of physical injury or other harm. I also understand that part of the risk involved is dependent on my own state of fitness or health and the awareness, care and skill with which I conduct myself in the Activity.

I have voluntarily read this warning, understood this warning, accept and assume all of the risks inherent or otherwise of participating in an Activity.

By signing this Waiver, I agree to release LexFarm from any cause of action, right, or claim arising out of, connected with, or resulting from my participation in any LexFarm or LexFarm educational partner Activity. I assume the risk of any illness or injury that I may incur during my participation in that Activity. I have read and freely agree to the terms of this Waiver. By signing this Waiver I intend to be bound by its terms. I understand and knowingly recognize that this Waiver is a contract with legal consequences, and I have been advised to read it carefully before signing it.

Print name of participant: _____

If participant is under 18 years of age, print name of parent or legal guardian: _____

Signature of participant (or signature of parent or legal guardian if participant is under 18 years of age): _____

Signature: _____ Date: _____

Emergency Contact Information: Name of contact: _____

Phone Number: _____ Relationship: _____

Photo Release: LexFarm often takes photographs to document its work and activities. LexFarm seeks your permission to publish in print, electronic, video, or any other medium, the likeness or image of each participant for the general promotion of LexFarm programming. **If you consent to the publishing of such photographs, please sign your name below.** (If the participant is under 18 years of age, please sign the name of parent or legal guardian.) **If you do not consent, please leave this field blank.**

I consent to the taking and/or publishing of my photograph: _____