



Farm Visit Release

Please read this document before purchasing tickets to Kids Cows & More.

By purchasing tickets and entering Kids Cows & More you acknowledge acceptance of all risk and responsibility, waive rights and release liability as noted in this document.

ACKNOWLEDGEMENT OF RISK AND RESPONSIBILITY

Guests (including Parent(s), Legal Guardian(s), temporary or permanent legal custodial persons, or other persons authorized to sign such waiver including those persons set forth in this paragraph, teachers, sponsors, administrators, coordinators, etc.) acknowledge and fully understand that 1) participation in Kid's Cows and More, Inc. ("the Farm") agritourism activities is subject to Civil Practice and Remedies Code, Title 4. Liability In Tort, Chapter 75A. Limited Liability For Agritourism Activities **see <http://www.statutes.legis.state.tx.us/Docs/CP/pdf/CP.75A.pdf>**, 2) adults with children have the ultimate and sole responsibility relative to the child's safety and 3) the Farm is a working farm facility and there are inherent risks of injury or harm associated with the Farm's activities and animals.

The Farm's activities and exposure may include, but are not limited to climbing, riding equipment, handling animals, running, moving vehicles, reptiles, insects, rodents, and other camp structures, and other activities associated with the Farm experience. These inherent risks include, but are not limited to: encountering natural dangers or injuries such as falling, being bitten by critters such as animals, insects or snakes, irregular or uneven ground, unseen and unmarked objects.

GUEST WAIVER OF RIGHTS AND RELEASE OF LIABILITY

Such guests, set forth in paragraph one above, hereby release, waive and discharge the Farm, its agents, employees, contractors and volunteers, including staff, paid or unpaid from all loss damage, injury, or liability arising in connection the Farm including all Farm activities, use of the Farm facilities and equipment. This waiver extends to, but is not limited to those risks described above, providing, however, that this waiver and release does not include loss, damage, injury, or liability, caused by the intentional or reckless acts of the Farm and/or its Staff, including paid or unpaid volunteers.

By entering the Farm, you consent to your voice, name, and/or likeness being used without compensation, in commercial film or photography in conjunction with advertising and all media whether known or hereafter devised, for eternity, and you release the Farm, its successors, assigns, and licensees from any liability whatsoever.

WARNING: UNDER TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE), AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AN AGRITOURISM ACTIVITY