

FARM INTERN LIABILITY WAIVER

READ THIS CAREFULLY. IT IS A DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS INTERNSHIP, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit and that there are no health-related reasons or problems which preclude my participation in this internship.

I acknowledge that this Farm Intern Liability Waiver will be used by:

1. Heartwood Ranch Homeowners Association (Heartwood HOA)
800 Heartwood Lane
Bayfield, CO 81122, and;

2. Name of Farm Entity:

_____ (Farm Entity)

Address of Farm Entity:

I further acknowledge that this Farm Intern Liability Waiver will govern my actions and responsibilities in this internship as well as my free time during my intern stay at Heartwood.

Initials: _____

Furthermore, for and in consideration of the internship in which I have chosen to participate, I, on behalf of myself, my heirs, executors, trustees, personal representatives, wards and assigns, as applicable, do hereby fully and without any reservation of any kind whatsoever, waive, release and hold blameless Heartwood HOA and/or Farm Entity, and all and any of their officers, directors, board members, agents, employees, and members, for any personal injury, illness, death, or property damage of any kind, that I may suffer, whether by omission, commission, or negligence (including, to the extent permitted by law, instances of recklessness or where strict liability of the farm may apply) of Heartwood HOA and/or Farm Entity.

In making this full, final and unequivocal release, I hereby acknowledge that the premises where the internship is occurring contains agriculture equipment and fixtures that may constitute a hazardous area and can result in serious personal injury, illness, death, or property damage of any kind resulting from the use thereof, including, without limitation, collapse, falling objects, leaks, spills, tripping, slipping, falling down, dehydration, sunburn, insect or animal bites, and other foreseen or unforeseen, known or unknown, apparent or hidden perils, hazards and conditions existing on these premises.

Notwithstanding each and every such risk, peril, hazard and condition which may now or hereafter exist on the premises, I hereby acknowledge and appreciate the existence of all of such matters and hereby fully and unequivocally assume any and all such risks of personal injury, illness, death, or property damage of any kind, to myself directly or indirectly associated therewith.

I accept full legal and financial responsibility for and all personal injury, illness, death, or property damage of any kind, which I may sustain or cause, whether such personal injury, illness, death, or property damage of any kind results from the negligence or Breach of Contract in whole part of Heartwood HOA and/or Farm Entity, and all and any of their officers, directors, board members, agents, employees, and members, or from some other cause.

Initials: _____

I acknowledge and agree that my agreement to the terms hereof is a material inducement and a condition precedent to the granting of permission by Heartwood HOA and/or Farm Entity. To the fullest extent permitted by laws and regulations, I, on behalf of myself, my heirs, executors, trustees, personal representatives wards and assigns, as applicable, shall defend, indemnify, and hold harmless Heartwood HOA and/or Farm Entity, and all and any of their officers, directors, board members, agents, employees, and members from and against all claims, damages, losses, court costs and expenses, direct or indirect, including negligence (including but not limited to fees and charges of physicians, attorneys, and other professionals) and medical expenses relating to any personal injury, illness, property damage, or death suffered directly or indirectly by me during my participation.

I further agree NOT TO SUE Heartwood HOA and/or Farm Entity, and all and any of their officers, directors, board members, agents, employees, and members on account of any bodily injury, personal injury, illness, death or property damage to myself or any other person which may result directly or indirectly from my participation.

The parties agree that to the extent the written terms of this release conflict with Colorado State laws, statutes, or public policy, the written terms of this Release shall be deemed by any court of competent jurisdiction to be modified in the most limited extent possible and in such a manner as to be in full and complete compliance with all such laws, statutes, or public policy, and to not contain any unenforceable, or prohibited term or terms, such that this Release shall be fully enforceable in accordance with and to the greatest extent permitted by Colorado Law. I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado.

I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

Initials: _____

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS DOCUMENT BEFORE SIGNING.

Name of Participant (printed): _____

Signature of Participant: _____

Date of Signature: _____