

#### **WAIVER OF LIABILITY & CONSENT FORM**

#### Introduction & Identification

By signing this waiver, the undersigned (the "Participant" or "Guardian") acknowledges the inherent risks involved in activities at **Lewis Meadows**. This waiver is required for all participants in any program or activity conducted at the Lewis Meadows facility.

#### **Lewis Meadows**

812 Rodell Barrow Road LaGrange, NC 28551 kelly@lewismeadows.com 919-648-3669

### 1. Participant Information

Full Name of Participant:		
Date of Birth:	<u></u>	
Parent/Guardian's Name (if applicable):		
Relationship to Participant (if a minor):		
Emergency Contact #1 Name:		
Relationship:		
Phone Number:		
Emergency Contact #2 Name:		
Relationship:		
Phone Number:		

# 2. Description of Activities

The following activities are covered under this waiver:

• Horseback riding and pony rides

- Animal care and handling (including farm animals and equines)
- Nature exploration and outdoor play (gardening, forest walks, pond exploration)
- Seasonal and special events (canoe rides, hay rides, cooking, tool use, etc.)
- Any other activities involving outdoor play, swimming, or interaction with animals

Participants must follow all safety instructions related to the specific activity they are involved in.

#### 3. Risks and Hazards

The Participant acknowledges the inherent risks involved in outdoor and nature-based activities, including but not limited to:

- Animal behavior (unpredictable actions)
- Rough terrain, uneven ground, and falls
- Allergic reactions to plants or insects
- Weather-related hazards (e.g., heat, rain, etc.)
- Equipment failure (e.g., horseback riding gear, canoe equipment)
- Inherent risks related to swimming, using tools, and participation in activities involving machinery (ATV/golf cart)

These risks cannot be eliminated entirely, and the undersigned agrees to participate with full knowledge of these risks.

## 4. Safety Measures & Equipment

Lewis Meadows takes the following safety measures to minimize risks:

- Helmets are required for horseback riding and pony rides (ASTM-approved)
- Life vests are mandatory for participants in canoe rides or swimming activities
- Floaties are required for swimming in the pond
- Staff supervision for younger children (under 8) during outdoor and animal-related activities
- Participants must follow all safety instructions given by Lewis Meadows staff

The Participant understands they are responsible for following all safety instructions and guidelines.

# **5. Medical Consent & Emergency Procedures**

In the event of an emergency, the Participant (or Guardian) consents to the staff of Lewis Meadows seeking emergency medical care for the Participant. The undersigned also acknowledges financial responsibility for any medical costs arising from injuries or accidents.

Participants should disclose any special medical conditions or allergies that may affect their participation in activities. If a child is involved, the Guardian must ensure the child is aware of any medical conditions or safety instructions.

#### 6. Liability Release & Indemnification

The undersigned agrees to release and hold harmless **Lewis Meadows**, its staff, volunteers, and affiliates, from any claims, demands, or actions arising from injuries, accidents, or damages incurred during participation in activities at the facility. This waiver applies to ordinary negligence but does not extend to gross negligence or misconduct.

While **Lewis Meadows** strives to provide a safe and enjoyable experience, the Participant assumes full responsibility for any risks associated with the activities described herein.

### 7. Special Clause: Horseback Riding & Pony Rides

Horseback riding and pony rides involve inherent risks of injury or death, including but not limited to unpredictable animal behavior, falls, and equipment failure. Participation in these activities is voluntary, and all participants must wear ASTM-approved helmets.

The North Carolina Equine Liability Immunity Act applies, and **Lewis Meadows** is protected from liability related to equine activities to the extent permitted by law.

## 8. Acknowledgment of Understanding

The undersigned confirms that they understand and accept the risks associated with the activities at **Lewis Meadows**. By signing this waiver, the undersigned voluntarily assumes responsibility for the risks associated with participation and agrees to follow all safety guidelines set forth.

## 9. Parental/Guardian Consent (if minor)

follows all safety instructions and guidelines.
Guardian's Signature: Printed Name: Date:
10. Severability Clause
If any part of this waiver is found to be invalid or unenforceable, the rest of the waiver remains in full force and effect.
11. Governing Law
This waiver is governed by the laws of the State of North Carolina.
12. Signature Section
By signing below, the Participant (or Guardian, if minor) agrees to the terms outlined in this waiver.
Participant's Full Name:
Guardian's Full Name, if applicable (Printed):
Participant's Signature (Guardian's Signature if minor):
Date of Signature:

If the participant is under the age of 18, the undersigned, as the legal Guardian, affirms responsibility for the minor's safety and behavior. The Guardian agrees to ensure the child