

# Second Wind Llama Adventures – Release Form

Second Wind Farm NE, LLC • 256 East Colliers Mill Road, New Egypt, NJ 08533 • 609-286-2521 • mobile 848-448-0886 • swfarm@comcast.net

1. Name: FIRST \_\_\_\_\_ LAST \_\_\_\_\_

2. Contact information:

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

BEST PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

3. Physical limitations/disabilities (ex: use of prosthetic devices and physical injuries):

\_\_\_\_\_

**What to wear:** We will be in the woods, I suggest wearing long pants, socks and closed toe shoes all year round. Dress in layers for your comfort depending on the weather.

**What to bring:** In warmer weather the woods can be buggy. There may be ticks, chiggers or other biting insects. Bring bug spray, a water bottle, snacks, camera, or binoculars if you wish.

**What not to bring:** Alcoholic beverages, guns or weapons are not allowed on our hikes. Sorry no pets either.

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## WAIVER & RELEASE

Upon signing this agreement, you agree that if you participate in a **Second Wind Llama Adventures** activity, you do so at your own risk and assume the risk of any and all injury or damage you might sustain, regardless of whether you are a participant, spectator, or otherwise. You agree on behalf of yourself (and your spouse, all your children, personal representatives, heirs, executors, administrators, agents and assigns) to forever release and discharge Second Wind Farm NE, LLC from any and all claims or causes of action (known or unknown) arising out of the negligence of Second Wind Farm NE, LLC, whether active or passive.

By executing this agreement, you hereby agree to indemnify and hold harmless Second Wind Farm NE, LLC from any loss, liability, damage, or cost incurred due to your presence at a **Second Wind Llama Adventures** event. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST SUCH ACTION.

4. Please sign and date to agree to the above terms:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Updated 09/23/2015

**Please note that there is a police firing range and hunting nearby to this location.**