

BABBY FARMS

Informed Consent, Release and Waiver of Liability Agreement

NATURE OF FACILITY AND ACTIVITIES

Babby Farms is a non-profit organization that provides visitors with the opportunity to see and interact with a wide range of wild, non-domesticated animals. The activities at Babby Farms are considered agritourism as defined by Idaho law.¹ **Under Idaho law, there are risks associated with agritourism, which could lead to injury or death. You are assuming these risks. Section 6-3004, IDAHO CODE.** Visiting and interacting with the animals at Babby Farms comes with some perils, known and unknown, seen and unseen, for visitors and they can cause severe injury and/or death. The animals at Babby Farms are wild, non-domesticated animals and visitors will be in close proximity to said animals while visiting Babby Farms and therefore, visiting and/or interacting with said animals has inherent dangers which cannot be reduced under any circumstances. The following is a non-exhaustive list of rules visitors are expected to abide by while at Babby Farms:

- Always be courteous and aware of your surroundings;
- Refrain from inappropriate behavior and inappropriate language toward any employee or other visitor of Babby Farms, including but not limited to, yelling, hitting, screaming, using profanity, acts of aggression, and/or any other type of behavior that is inappropriate, offensive, and/or deemed aggressive;
- Do not feed the animals any food that is not provided by Babby Farms;
- Do not throw any items at animals;
- Do not go into and/or stick hands into any animal enclosure unless under the direct instruction and supervision of a Babby Farms worker;
- Properly dispose of trash in trash cans provided on Babby Farms;
- Visitors under the age of 18 must be supervised by a parent, guardian, or representative of said child.

RELEASE AGREEMENT

The undersigned, in consideration of being permitted access to Babby Farms to participate in visits and interactions with the animals at Babby Farms as described above in the **Nature of Facility and Activities** during the undersigned's visit to Babby Farms does irrevocably, personally and for his or her heirs, assigns and legal representatives, release and waive any and all past, present or future claims, demands, and causes of action which the undersigned now has or may in the future have against Babby Farms, its members, directors, shareholders, administrators, representatives, officers, agents, employees, and assigns (hereinafter jointly and severally referred to as "Releasees"), for any and all past, present or future loss of or damage to property, and/or bodily injury, including death, however caused, resulting from, arising out of or in any way connected with the undersigned's visit to Babby Farms and participation in visits and interactions with the animals at Babby Farms.

¹ I.C. § 6-3003.

HOLD HARMLESS AND INDEMNITY AGREEMENT

The undersigned agrees to defend, indemnify and hold harmless the Releasees and each of them from any loss, **liability**, damage or cost she/he might incur due to his/her visit to Babby Farms and participation in visits and interactions with the animals at Babby Farms as described within in the **Nature of Facility and Activities**, regardless of cause. The undersigned further covenants not to cause any action at law or in equity to be brought or permit such to be brought in his or her behalf, either directly or indirectly, on account of loss or damage to property and/or bodily injury, including death, against the Releasees, resulting from, or arising out of, or in any way connected with any claims, demands, and causes of action which now or in the future may be asserted against the Releasees arising out of or by reason of said course described above, including any injury, loss or damage that might occur at any place in connection therewith.

ASSUMPTION OF RISK AGREEMENT

The undersigned further states and affirms that he/she is aware of the fact that visiting Babby Farms and participating in visits and interactions with the animals at Babby Farms as described within in the **Nature of Facility and Activities**, even under the safest conditions possible, may be hazardous, that he/she assumes the risks of any and all loss of or damage to property and/or bodily injury, including death, however caused, resulting out of or in any way connected with visiting Babby Farms and participating in visits and interactions with the animals at Babby Farms, that he/she is of legal age and is competent to sign this instrument, and that he/she has read and understands all of the provisions herein contained. Risks include, but are not limited to, those described herein in the **Nature of Facility and Activities**.

EXECUTION ON BEHALF OF MINOR

In addition to the execution this document on behalf of myself; I am also executing this document on behalf of my minor children listed below and/or the minor children for whom I am a legal guardian. For all intents and purposes this document shall have the same effect upon me and my minor children and/or the minor children for whom I am a legal guardian.

I HAVE READ THIS DOCUMENT. I VOLUNTARILY SIGN MY OWN NAME AS EVIDENCE OF MY (AND/OR MY MINOR CHILD'S) ACCEPTANCE OF THE ABOVE PROVISIONS.

Signature of Participant
(adult or minor child)

Name of Participant
(adult or minor child)

Date

Signature of Parent/Legal Guardian

Name of Parent/Legal Guardian

Date

Please read, sign and return this form to Babby Farms:

5900 El Paso Rd., Caldwell, Idaho 83607