

The Gentle Barn Foundation

A Nonprofit 501(c)(3) Organization

Participants Release, Photography and Hold Harmless Agreement **THIS RELEASE LIMITS OUR LIABILITY. READ IT!**

By signing this form or the attached, I acknowledge that being around and working around and/or with animals is a dangerous activity, which may result in injury to me or damage to my equipment or personal belongings. With this knowledge, I hereby waive, release, discharge and hold harmless The Gentle Barn, its officers, directors, employees and volunteers, their heirs, executors, administrators, successors or assigns, from any and all liability for damages sustained by me, any animal owned or controlled by me, or for any item under my dominion and control. Without limiting the generality of the above, I hereby waive and release The Gentle Barn, its officers and directors and all volunteers for liability based on the active or passive negligence of said persons and entities.

I hereby agree to indemnify and hold harmless Gentle Barn, its officers, directors and all volunteers associated therewith for any claims which may be made against them, including attorney's fees and costs of suit in any action based upon or arising from my acts or omissions, or the actions of any animal within my control.

This release extends to all claims, whether presently known or unknown. I hereby expressly waive any benefits I may have pursuant to Section 1542 of the California Civil Code relating to the release of unknown claims, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.”

The Gentle Barn periodically videotapes and photographs scenes at this location for possible inclusion in television programs and other media including, but not limited to, Facebook, Twitter, Gentle Barn website and printed materials for public view. By signing below, you are giving The Gentle Barn your consent to videotape, record, and cablecast your and/or your families pictures, images, likenesses, voice and statements and use said media as decided by The Gentle Barn. We thank you for your participation and support.

Unless otherwise specifically stated in writing, the Digital Image(s) and/or Photograph(s) taken by me remain the exclusive property of The Gentle Barn Foundation (Gentle Barn). I do not acquire any right, title or interest in or to any Digital Image and/or Photograph, including, without limitation, any electronic reproduction or promotional rights. Unless otherwise agreed to in writing by Gentle Barn, I, as the photographer will not make or permit any modifications to or alterations of the Digital Images and/or Photographs by use of computer or other electronic means or any other method or means now or hereafter known. The Digital Images and/or Photographs will not be used publicly, unless The Gentle Barn gives permission in writing. The Digital Images and/or Photographs will not be used to exploit Gentle Barn animals in any way.

I acknowledge that I have read the foregoing and understand the contents thereof and that my name will be added to The Gentle Barn email and mailing lists.

Thank you very much for visiting!